

**REF: PRJ\_3989 HMPPS BODY WORN VIDEO CAMERAS – PART 1**

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### AWARD FORM V3.0

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	<b>Buyer</b>	<b>Ministry of Justice (the Buyer).</b> Its principal office for this Contract is at: <b>5 Wellington Place, Leeds, LS1 4AP</b> <b>United Kingdom</b>
2.	<b>Supplier</b>	Name: Motorola Solutions UK Ltd Address: Nova South, London, Berkshire, SW1E 5LB Registration number: 912182 DUNS No: 216884973
3.	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Finder as Procurement reference tender_216823/1005727
4.	<b>Contract Reference</b>	<b>Prj_3989</b>
5.	<b>Deliverables</b>	Body Worn Video Cameras and support services.  See Schedule 2 (Specification) for further details.
6.	<b>Start Date</b>	21 March 2022
7.	<b>End Date</b>	20 March 2026
8.	<b>Extension Period</b>	2 years
9.	<b>Incorporated Terms</b>  (together these documents form the 'the Contract')	The following documents are incorporated into the Contract. Where numbers are missing, we are not using these Schedules. If the documents conflict, the following order of precedence applies: <ol style="list-style-type: none"> <li>1. This Award Form;</li> <li>2. Any Special Terms (see <b>Section 10 Special Terms</b> in this Award Form);</li> <li>3. Core Terms;</li> <li>4. Schedule 1 (Definitions);</li> <li>5. Schedule 20 (Processing Data)</li> <li>6. The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> <li>• Schedule 2 (Specification)</li> <li>• Schedule 3 (Charges) [REDACTED]</li> <li>• Schedule 5 (Commercially Sensitive Information)</li> <li>• Schedule 6 (Transparency Reports)</li> <li>• Schedule 7 (Staff Transfer)</li> <li>• Schedule 8 (Implementation Plan &amp; Testing)</li> <li>• Schedule 9 (Installation Works)</li> <li>• Schedule 10 (Service Levels)</li> <li>• Schedule 11 (Continuous Improvement)</li> <li>• Schedule 12 (Benchmarking)</li> <li>• Schedule 13 (Contract Management)</li> <li>• Schedule 14 (Business Continuity and Disaster Recovery)</li> <li>• Schedule 16 (Security)</li> </ul> </li> </ol>

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		<ul style="list-style-type: none"> <li>• Schedule 17 (Clustering)</li> <li>• Schedule 18 (Supply Chain Visibility)</li> <li>• Schedule 19 (Cyber Essentials Scheme)</li> <li>• Schedule 20 (Processing Data)</li> <li>• Schedule 21 (Variation Form)</li> <li>• Schedule 22 (Insurance Requirements)</li> <li>• Schedule 23 (Guarantee)</li> <li>• Schedule 24 (Financial Difficulties)</li> <li>• Schedule 25 (Rectification Plan)</li> <li>• Schedule 27 (Key Subcontractors)</li> <li>• Schedule 28 (ICT Services)</li> <li>• Schedule 29 (Key Supplier Staff)</li> <li>• Schedule 30 (Exit Management)</li> <li>• Schedule 32 (Background Checks)</li> <li>• Schedule 33 (Scottish Law)</li> <li>• Schedule 34 (Northern Ireland Law)</li> <li>• [REDACTED]</li> </ul> <p>7. Schedule 26 (Corporate Social Responsibility); and</p> <p>8. Schedule 4 (Tender), except for any part of the Tender that offers a better commercial and legal position for the Buyer (as to be determined by the Buyer). Such part or parts will take precedence over the documents listed above.</p>
10.	<b>Special Terms</b>	<p><b>Special Term 1 – Non-exclusivity</b></p> <p>The Supplier acknowledges that:</p> <p>(a) the Buyer is not obliged to purchase any Goods or Services from the Supplier under this Contract;</p> <p>(b) the Buyer makes no representation as to the number, type, or value of Goods or Services, that it may purchase, from the Supplier under this Contract; and</p> <p>(c) the Supplier cannot prevent the Buyer from purchasing from any third party any Good or Services, that are the same or similar to the Goods or Services referred to in this Contract.'</p>
11.	<b>Buyer's Environmental Policy</b>	Not Applicable.
12.	<b>Buyer's Security Policy</b>	Schedule 16 Security Policy Framework - <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>
13.	<b>Social Value Commitment</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in Schedule 2 (Specification) and Schedule 4 (Tender).
14.	<b>Commercially Sensitive Information</b>	Supplier's Commercially Sensitive Information: Schedule 5, Schedule 3 (Pricing), Schedule 4 (Tender Response)
15.	<b>Charges</b>	<p>Details in Schedule 3 (Charges).</p> <p>All charges subject to potential indexation if applicable from commencement of third contract year (i.e. are fixed for years 1 and 2).</p>
16.	<b>Reimbursable expenses</b>	None.
17.	<b>Ordering and Payment method</b>	<p>All orders for Goods and Services under this Award Form, will be made by:</p> <p>(a) Purchase Order; or</p> <p>(b) such other method as the Buyer may choose.</p> <p>Payment for Goods and Services shall be made in accordance with Schedule 3 – Charges.</p>
18.	<b>Service Levels</b>	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels).</p> <p>The Service Credit Cap is as detailed in Schedule 10 (Service Levels).</p> <p>The Service Period is in Monthly.</p> <p>A Critical Service Level Failure does not apply to this contract.</p>

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19.	<b>Insurance</b>	Details in the Annex of Schedule 22 (Insurance Requirements).
20.	<b>Liability</b>	In accordance with Clause 11.1 of the Core Terms, each Party's total aggregate liability in each Contract Year under the Contract, (whether in tort, contract or otherwise) is no more than [REDACTED]
21.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme).
22.	<b>Progress Meetings and Progress Reports</b>	<p>The Supplier shall attend Progress Meetings with the Buyer as detailed in the Contract. Progress Meetings regarding delivery of the Goods shall be held two weeks prior to delivery of the order of Goods and this Progress Meeting shall be conducted via telephone/Teams.</p> <p>The Supplier shall provide the Buyer with a Progress Report mid-way through the initial roll out and delivery period of each Goods and Services ordered.</p>
23.	<b>Guarantee</b>	Not applicable
24.	<b>Supplier Contract Manager</b>	[REDACTED]
25.	<b>Supplier Authorised Representative</b>	[REDACTED]
26.	<b>Supplier Compliance Officer</b>	[REDACTED]
27.	<b>Supplier Data Protection Officer</b>	[REDACTED]
28.	<b>Supplier Marketing Contact</b>	[REDACTED]
29.	<b>Key Subcontractors</b>	[REDACTED]
30.	<b>Buyer Authorised Representative</b>	[REDACTED]

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	-	Name:	-
Role:	-	Role:	-
Date:	-	Date:	-

## Schedule 1 (Definitions)

- 1.1 In the contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (definitions) or the relevant schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this schedule or any other schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the contract, unless the context otherwise requires:
  - 1.3.1 The singular includes the plural and vice versa;
  - 1.3.2 Reference to a gender includes the other gender and the neuter;
  - 1.3.3 References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or crown body;
  - 1.3.4 A reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 The words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
  - 1.3.6 References to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 References to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the contract;
  - 1.3.8 References to **"clauses"** and **"schedules"** are, unless otherwise provided, references to the clauses and schedules of the core terms and references in any schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the schedule in which these references appear;
  - 1.3.9 References to **"paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate schedules unless otherwise provided; and
  - 1.3.10 References to a series of clauses or paragraphs shall be inclusive of the clause numbers specified.
  - 1.3.11 The headings in the contract are for ease of reference only and shall not affect the interpretation or construction of the contract; and
  - 1.3.12 Where the buyer is a crown body it shall be treated as contracting with the crown as a whole.
- 1.4 In the contract, unless the context otherwise requires, the following words shall have the following meanings:

<b>"Achieve"</b>	In respect of a test, to successfully pass such test without any test issues and in respect of a milestone, the issue of a satisfaction certificate in respect of that milestone and <b>"achieved"</b> , <b>"achieving"</b> and <b>"achievement"</b> shall be construed accordingly;
<b>"Acceptance criteria"</b>	The applicable standards as determined by the buyer, that the supplier or supplier's solution must achieve during any testing period(s)
<b>"Affected party"</b>	The party seeking to claim relief in respect of a force majeure event;
<b>"Affiliates"</b>	In relation to a body corporate, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control of that body corporate from time to time;
<b>"Annex"</b>	Extra information which supports a schedule;
<b>"Apprentice "</b>	Means a worker who is party to an apprenticeship agreement as defined in section 32 of the apprenticeships, skills, children and learning act 2009

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<b>"Approval"</b>	The prior written consent of the buyer and <b>"approve"</b> and <b>"approved"</b> shall be construed accordingly;
<b>"Asset report"</b>	See "Asset Management Register" below.
<b>"Asset management register"</b>	Report summarising all BWVC related items with details including as a minimum – Hardware device type: e.g. docking station, serial/asset number, model, location (which prison), purchase date, warranty expiry date.
<b>"Asset tagging statistics"</b>	Means data compiled by the supplier to inform the buyer of the BWVC hardware items that have been asset tagged for identification purposes during a reporting period.
<b>"Attachments"</b>	Goods which are used for carrying or fixing the BWVC to a user
<b>"Audit"</b>	<p>The buyer's right to:</p> <ol style="list-style-type: none"> <li>Verify the accuracy of the charges and any other amounts payable by the buyer under a contract (including proposed or actual variations to them in accordance with the contract);</li> <li>Verify the costs of the supplier (including the costs of all subcontractors and any third-party suppliers) in connection with the provision of the services.</li> <li>Verify the open book data;</li> <li>Verify the supplier's and each subcontractor's compliance with the applicable law;</li> <li>Identify or investigate actual or suspected breach of clauses 27 to 33 and/or schedule 26 (corporate social responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the buyer shall have no obligation to inform the supplier of the purpose or objective of its investigations;</li> <li>Identify or investigate any circumstances which may impact upon the financial stability of the supplier, any guarantor, and/or any subcontractors or their ability to provide the deliverables;</li> <li>Obtain such information as is necessary to fulfil the buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the comptroller and auditor general;</li> <li>Review any books of account and the internal contract management accounts kept by the supplier in connection with the contract;</li> <li>Carry out the buyer's internal and statutory audits and to prepare, examine and/or certify the buyer's annual and interim reports and accounts;</li> <li>Enable the national audit office to carry out an examination pursuant to section 6(1) of the national audit act 1983 of the economy, efficiency and effectiveness with which the buyer has used its resources.</li> </ol>
<b>"Auditor"</b>	<ol style="list-style-type: none"> <li>The buyer's internal and external auditors;</li> <li>The buyer's statutory or regulatory auditors;</li> <li>The comptroller and auditor general, their staff and/or any appointed representatives of the national audit office;</li> <li>HM treasury or the cabinet office;</li> <li>Any party formally appointed by the buyer to carry out audit or similar review functions; and</li> <li>Successors or assigns of any of the above;</li> </ol>
<b>"Buyer cause"</b>	Any breach of the obligations of the buyer or any other default, act, omission, negligence or statement of the buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the contract and in respect of which the buyer is liable to the supplier;
<b>"Bacs"</b>	The bankers' automated clearing services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Bau "</b>	Business as usual – meaning the period of the contract, following the completion of the initial implementation and grace period

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<b>"Bookmark or bookmarking"</b>	BWVC functionality which attaches a flag to a recording which signals an incident has occurred
<b>"Beneficiary"</b>	A party having (or claiming to have) the benefit of an indemnity under this contract;
<b>"Buyer assets"</b>	The buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the buyer and which is or may be used in connection with the provision of the deliverables which remain the property of the buyer throughout the term of the contract;
<b>"Buyer authorised representative"</b>	The representative appointed by the buyer from time to time in relation to the contract initially identified in the award form;
<b>"Buyer contract manager" "</b>	The buyer's commercial contract manager responsible and authorised to act on behalf of the buyer for matters relating but not limited to: contract interpretation, governance, dispute resolution and change control
<b>"Buyer partners"</b>	Any other company or enterprise working on behalf of the buyer – i.e. A 3 <sup>rd</sup> party.
<b>"Buyer project lead"</b>	A buyer member of staff who will lead on single or multiple site surveys and/or commissioning processes, co-ordinating activities and information from across the buyer estate
<b>"Buyer premises"</b>	Premises owned, controlled or occupied by the buyer which are made available for use by the supplier or its subcontractors for the provision of the deliverables (or any of them);
<b>"Bwvc"</b>	Body worn video camera
<b>"BWVC hardware"</b>	The BWVC and docking station including power and data transfer cables (e.G. USB) but not accessories
<b>"Central government body"</b>	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: <ul style="list-style-type: none"> <li>a. Government department;</li> <li>b. Non-departmental public body or assembly sponsored public body (advisory, executive, or tribunal);</li> <li>c. Non-ministerial department; or</li> <li>d. Executive agency;</li> </ul>
<b>"Change in Law"</b>	Any change in law which impacts on the supply of the deliverables and performance of the contract which comes into force after the start date;
<b>"Change of Control"</b>	A change of control within the meaning of section 450 of the corporation tax act 2010;
<b>"Charges"</b>	The prices (exclusive of any applicable VAT), payable to the supplier by the buyer under the contract, as set out in the award form, for the full and proper performance by the supplier of its obligations under the contract less any deductions;
<b>"Civilian Clothing"</b>	Any clothing which is not part of the standard prison uniform.
<b>"Claim"</b>	Any claim which it appears that a beneficiary is, or may become, entitled to indemnification under this contract;
<b>"Commercially Sensitive Information"</b>	The confidential information listed in the award form (if any) comprising of commercially sensitive information relating to the supplier, its IPR or its business or which the supplier has indicated to the buyer that, if disclosed by the buyer, would cause the supplier significant commercial disadvantage or material financial loss;
<b>"Commissioning"</b>	The installation, configuration and testing of the goods into live service to the standards and outputs as set out in the technical goods specification and technical performance specification contained in schedule 1
<b>"Comparable Supply"</b>	The supply of deliverables to another buyer of the supplier that are the same or similar to the deliverables;
<b>"Compliance Officer"</b>	The person(s) appointed by the supplier who is responsible for ensuring that the supplier complies with its legal obligations;
<b>"Conditions of Contract"</b>	As set out in the contract terms and conditions



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<b>"Confidential Information"</b>	Means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the buyer or the supplier, including iprs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	A conflict between the financial or personal duties of the supplier or the supplier staff and the duties owed to the buyer under the contract, in the reasonable opinion of the buyer;
<b>"Contract"</b>	The contract to be entered into between the buyer and the supplier for the provision of the deliverables;
<b>"Contracts Finder"</b>	The government's publishing portal for public sector procurement opportunities and contract data;
<b>"Contract Notice"</b>	The advertisement notifying suppliers of a contract opportunity.
<b>"Contract Period"</b>	The term of the contract from the earlier of the: <ul style="list-style-type: none"> <li>a. Applicable start date; or</li> <li>b. The effective date or,</li> <li>c. Until the applicable end date;</li> </ul>
<b>"Contract Value"</b>	The higher of the actual or expected total charges paid or payable under the contract where all obligations are met by the supplier;
<b>"Contract Year"</b>	A consecutive period of twelve (12) months commencing on the start date or each anniversary thereof;
<b>"Control"</b>	Control in either of the senses defined in sections 450 and 1124 of the corporation tax act 2010 and <b>"controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	Has the meaning given to it in the GDPR;
<b>"Core Terms"</b>	The buyer's standard terms and conditions for common goods and services which comprise one part of the contract the full title of which is core terms – mid-tier version 1.0;
<b>"Cost of Orders"</b>	Data compiled by the supplier to notify the buyer during service review meetings, of the total amount (including VAT) of all purchases made during the relevant review period.
<b>"Costs"</b>	The following costs (without double recovery) to the extent that they are reasonably and properly incurred by the supplier in providing the deliverables: <ul style="list-style-type: none"> <li>a. The cost to the supplier or the key subcontractor (as the context requires), calculated per work day, of engaging the supplier staff, including:</li> <li>b. Base salary paid to the supplier staff;</li> <li>c. Employer's national insurance contributions;</li> <li>d. Pension contributions;</li> <li>e. Car allowances;</li> <li>f. Any other contractual employment benefits;</li> <li>g. Staff training;</li> <li>h. Work place accommodation;</li> <li>i. Work place IT equipment and tools reasonably necessary to provide the deliverables (but not including items included within limb (b) below); and</li> <li>j. Reasonable recruitment costs, as agreed with the buyer;</li> <li>k. Costs incurred in respect of supplier assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of supplier assets by the supplier to the buyer or (to the extent that risk and title in any supplier asset is not held by the supplier) any cost actually incurred by the supplier in respect of those supplier assets;</li> <li>l. Operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the supplier in the provision of the deliverables; and</li> </ul>

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	<ul style="list-style-type: none"> <li>m. Reimbursable expenses to the extent these have been specified as allowable in the award form and are incurred in delivering any deliverables;</li> <li>n. But excluding:</li> <li>o. Overhead;</li> <li>p. Financing or similar costs;</li> <li>q. Maintenance and support costs to the extent that these relate to maintenance and/or support deliverables provided beyond the contract period whether in relation to supplier assets or otherwise;</li> <li>r. Taxation;</li> <li>s. Fines and penalties;</li> <li>t. Amounts payable under schedule 12 (benchmarking) where such schedule is used; and</li> <li>u. Non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ul>
<b>"Counter Terrorism Check (CTC) "</b>	Counter terrorist check (CTC) is carried out if an individual is working in proximity to public figures or requires access to the buyer's high security premises
<b>"Crown Body"</b>	The government of the united kingdom (including the northern ireland assembly and executive committee, the scottish government and the national assembly for wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"CRTPA"</b>	The contract rights of third parties act 1999;
<b>"BWVC Data"</b>	BWVC footage (audio and visual) and metadata (file size, location, date/time of creation etc.)
<b>"Data Protection Impact Assessment"</b>	An assessment by the controller of the impact of the envisaged processing on the protection of personal data;
<b>"Data Protection Legislation"</b>	<ul style="list-style-type: none"> <li>a. The GDPR, the LED and any applicable national implementing laws as amended from time to time</li> <li>b. The DPA 2018 to the extent that it relates to processing of personal data and privacy;</li> <li>(iii) all applicable law about the processing of personal data and privacy;</li> </ul>
<b>"Data Protection Officer"</b>	Has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	Has the meaning given to it in the GDPR
<b>"Data Subject Access Request"</b>	A request made by, or on behalf of, a data subject in accordance with rights granted pursuant to the data protection legislation to access their personal data;
<b>"Deductions"</b>	All service credits, delay payments (if applicable), or any other deduction which the buyer is paid or is payable to the buyer under the contract;
<b>"Default"</b>	Any breach of the obligations of the supplier (including abandonment of the contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the supplier, of its subcontractors or any supplier staff howsoever arising in connection with or in relation to the subject-matter of the contract and in respect of which the supplier is liable to the buyer;
<b>"Delay Payments"</b>	The amounts (if any) payable by the supplier to the buyer in respect of a delay in respect of a milestone as specified in the implementation plan;
<b>"Deliverables"</b>	Goods and/or services that may be ordered under the contract including the documentation;
<b>"Delivery"</b>	Delivery of the relevant deliverable or milestone in accordance with the terms of the contract as confirmed and accepted by the buyer by the either (a) confirmation in writing to the supplier; or (b) where schedule 8 (implementation plan and testing) is used issue by the buyer of a satisfaction certificate. <b>"Deliver"</b> and <b>"delivered"</b> shall be construed accordingly;
<b>"Device Category"</b>	Meaning the type of BWVC component, e.g. Docking Station
<b>"Disaster"</b>	The occurrence of one or more events which, either separately or cumulatively, mean that the deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated

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	to be unavailable) for the period specified in the award form (for the purposes of this definition the <b>"disaster period"</b> );
<b>"Disclosing Party"</b>	The party directly or indirectly providing confidential information to the other party in accordance with clause 15 (what you must keep confidential);
<b>"Disposal"</b>	Goods or data destroyed in accordance with the relevant legislation.
<b>"Dispute"</b>	Any claim, dispute or difference arises out of or in connection with the contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	The dispute resolution procedure set out in clause 34 (resolving disputes);
<b>"Docking Station"</b>	Part of the supplier hardware where the BWVC's are connected for assignment, charging and data download
<b>"Docked or Docking"</b>	The point at which the user places the BWVC which automatically commences both the charging process and the data download process
<b>"Documentation"</b>	Descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as: <ul style="list-style-type: none"> <li>a. Would reasonably be required by a competent third party capable of good industry practice contracted by the buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the deliverables</li> <li>b. Is required by the supplier in order to provide the deliverables; and/or</li> <li>c. Has been or shall be generated for the purpose of providing the deliverables;</li> </ul>
<b>"DOTAS"</b>	The disclosure of tax avoidance schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in part 7 of the finance act 2004 and in secondary legislation made under vires contained in part 7 of the finance act 2004 and as extended to national insurance contributions;
<b>"Draft Training Plan"</b>	A document to be submitted by the supplier as part of the tender to describe the way in which they propose to train the buyer user groups.
<b>"Due Diligence Information"</b>	Any information supplied to the supplier by or on behalf of the buyer prior to the start date;
<b>"Early Adopter"</b>	The initial group of prisons, as indicated by the buyer, at which the BWVC service will be implemented at first, to evaluate and identify any opportunities for improvement, prior to full rollout to all prisons.
<b>"Effective Date"</b>	The date on which the final party has signed the contract;
<b>"EIR"</b>	The environmental information regulations 2004;
<b>"Employment Regulations"</b>	The transfer of undertakings (protection of employment) regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the European council directive 77/187/EEC;
<b>"End Date"</b>	The earlier of: <ul style="list-style-type: none"> <li>a. The expiry date (as extended by any extension period exercised by the buyer under clause 10.2); or</li> <li>b. If the contract is terminated before the date specified in (a) above, the date of termination of the contract;</li> </ul>
<b>"End of Life"</b>	Means a BWVC item which is no longer in a good operational state
<b>"Environmental Policy"</b>	To conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases,

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	volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the buyer;
<b>"Establishment"</b>	Prison or youth offender institute
<b>"Estimated Year 1 Charges"</b>	The anticipated total charges payable by the buyer in the first contract year specified in the award form;
<b>"Estimated Yearly Charges"</b>	Means for the purposes of calculating each party's annual liability under clause 11.2: <ul style="list-style-type: none"> <li>a. In the first contract year, the estimated year 1 charges; or</li> <li>b. In any subsequent contract years, the charges paid or payable in the previous contract year; or</li> <li>c. After the end of the contract, the charges paid or payable in the last contract year during the contract period;</li> </ul>
<b>"Equality and Human Rights Commission"</b>	The UK government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Existing IPR"</b>	Any and all IPR that are owned by or licensed to either party and which are or have been developed independently of the contract (whether prior to the start date or otherwise);
<b>"Exit Plan"</b>	A document to be provided by the supplier to explain the tasks, roles, responsibilities, timelines and cost associated with exiting the buyer estate at the end of the contract
<b>"Expiry Date"</b>	The date of the end of the contract as stated in the award form;
<b>"Extended Warranty"</b>	A service contract covering repairs to BWVC components beyond the time period of a manufacturer's warranty.
<b>"Extension Period"</b>	Such period or periods beyond which the initial period may be extended up to a maximum of the number of years in total specified in the award form;
<b>"Final Training Plan"</b>	Will confirm the materials, format and dates that will be produced or provided by the supplier to ensure the appropriate buyer user groups are trained to operate the supplier solution.
<b>"FOIA"</b>	The freedom of information act 2000 and any subordinate legislation made under that act from time to time together with any guidance and/or codes of practice issued by the information commissioner or relevant government department in relation to such legislation;
<b>"Force Majeure Event"</b>	Any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: <ul style="list-style-type: none"> <li>a. Acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected party which prevent or materially delay the affected party from performing its obligations under a contract;</li> <li>b. Riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> <li>c. Acts of a crown body, local government or regulatory bodies;</li> <li>d. Fire, flood or any disaster; or</li> <li>e. An industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</li> <li>f. Any industrial dispute relating to the supplier, the supplier staff (including any subsets of them) or any other failure in the supplier or the subcontractor's supply chain;</li> <li>g. Any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the party concerned; and</li> <li>h. Any failure of delay caused by a lack of funds;</li> </ul>
<b>"Force Majeure Notice"</b>	A written notice served by the affected party on the other party stating that the affected party believes that there is a force majeure event;

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<b>"Award Form"</b>	The document outlining the incorporated terms and crucial information required for the contract, to be executed by the supplier and the buyer;
<b>" Incorporated Terms"</b>	The contractual terms applicable to the contract specified in the award form;
<b>" Special Terms"</b>	Any additional terms and conditions specified in the award form incorporated into the contract;
<b>" Tender Response"</b>	The tender submitted by the supplier to the buyer and annexed to or referred to in schedule 4 (tender);
<b>"GDPR"</b>	The general data protection regulation (regulation (EU) 2016/679)
<b>"General Anti-Abuse Rule"</b>	<ul style="list-style-type: none"> <li>a. The legislation in part 5 of the finance act 2013 and; and</li> <li>b. Any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</li> </ul>
<b>"General Change in Law"</b>	A change in law where the change is of a general legislative nature (including taxation or duties of any sort affecting the supplier) or which affects or relates to a comparable supply;
<b>"Goods"</b>	Goods made available by the supplier as specified in schedule 2 (specification) and in relation to a contract as specified in the award form;
<b>"Good Industry Practice"</b>	Standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Governance Board"</b>	The entity established by the buyer to manage the performance of the service, throughout the contract term
<b>"Government"</b>	The government of the united kingdom (including the northern ireland assembly and executive committee, the scottish government and the national assembly for wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Government Data"</b>	<p>The data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the buyer's confidential information, and which:</p> <ul style="list-style-type: none"> <li>a. Are supplied to the supplier by or on behalf of the buyer; or</li> <li>b. The supplier is required to generate, process, store or transmit pursuant to the contract;</li> </ul>
<b>"Government Procurement Card"</b>	The government's preferred method of purchasing and payment for low value goods or services <a href="https://www.Gov.Uk/government/publications/government-procurement-card--2">https://www.Gov.Uk/government/publications/government-procurement-card--2</a> ;
<b>"Guarantor"</b>	The person (if any) who has entered into a guarantee in the form set out in schedule 23 (guarantee) in relation to this contract;
<b>"Hardware Support Device List"</b>	An inventory to be produced by the supplier upon commencement of the contract, and available to the buyer upon request. This inventory will document all of the hardware items purchased by the buyer and covered under warranty. As a minimum the list must cover device type, unique asset number and location (i.e. Which establishment)
<b>"Hardware Support Service"</b>	The service provided by the supplier to ensure that all BWVC hardware items that are covered by a warranty are kept in working order and replaced/repared where necessary.
<b>"Halifax Abuse Principle"</b>	The principle explained in the CJEU case C-255/02 halifax and others;
<b>"High Security Premises"</b>	Closed sites which for prisons are characterised by prisoners whose escape would be highly dangerous to the public or national security (also referred to as category A prisons).
<b>"HMRC"</b>	Her majesty's revenue and customs;
<b>"Hours of Service"</b>	Core business hours 08:00 to 18:00 Monday to Friday, excluding public holidays
<b>"ICT Policy"</b>	The buyer's policy in respect of information and communications technology, referred to in the award form, which is in force as at the start date (a copy of which has been supplied to the supplier), as updated from time to time in accordance with the variation procedure;
<b>"Impact Assessment"</b>	An assessment of the impact of a variation request by the buyer completed in good faith, including:

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	<ul style="list-style-type: none"> <li>a. Details of the impact of the proposed variation on the deliverables and the supplier's ability to meet its other obligations under the contract;</li> <li>b. Details of the cost of implementing the proposed variation;</li> <li>c. Details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the charges (as applicable), any alteration in the resources and/or expenditure required by either party and any alteration to the working practices of either party;</li> <li>d. A timetable for the implementation, together with any proposals for the testing of the variation; and</li> <li>e. Such other information as the buyer may reasonably request in (or in response to) the variation request;</li> </ul>
<b>"Implementation Plan"</b>	The plan for provision of the deliverables set out in schedule 8 (implementation plan and testing) where that schedule is used or otherwise as agreed between the supplier and the buyer;
<b>"Incident"</b>	The occurrence, or anticipation of an occurrence (by a user) of an event which has or may result in threats, assault, violence or self-harm within a prison.
<b>"Indemnifier"</b>	A party from whom an indemnity is sought under this contract;
<b>"Independent Control"</b>	Where a controller has provided personal data to another party which is not a processor or a joint controller because the recipient itself determines the purposes and means of processing but does so separately from the controller providing it with personal data and <b>"independent controller"</b> shall be construed accordingly;
<b>"Indexation"</b>	The adjustment of an amount or sum in accordance with the award form;
<b>"Information"</b>	Has the meaning given under section 84 of the freedom of information act 2000;
<b>"Information Commissioner"</b>	The UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Initial Period"</b>	The initial term of the contract specified in the award form;
<b>"Insolvency Event"</b>	<p>In respect of a person:</p> <ul style="list-style-type: none"> <li>a. A proposal is made for a voluntary arrangement within part i of the insolvency act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</li> <li>b. A shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</li> <li>c. A petition is presented for its winding up (which is not dismissed within fourteen (14) working days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the insolvency act 1986; or</li> <li>d. A receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</li> <li>e. An application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</li> <li>f. It is or becomes insolvent within the meaning of section 123 of the insolvency act 1986; or</li> <li>g. Being a "small company" within the meaning of section 382(3) of the companies act 2006, a moratorium comes into force pursuant to schedule A1 of the insolvency act 1986; or</li> <li>h. Where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</li> <li>i. Any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</li> </ul>

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<b>"Installation Works"</b>	All works which the supplier is to carry out at the beginning of the contract period to install the goods in accordance with the contract;
<b>"Intellectual Property Rights" or "IPR"</b>	<ul style="list-style-type: none"> <li>a. Copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, know-how, trade secrets and other rights in confidential information;</li> <li>b. Applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</li> <li>c. All other rights having equivalent or similar effect in any country or jurisdiction;</li> </ul>
<b>"Intermediary Device"</b>	Any component which is required in order to ensure BWVC data can travel from the BWVC to the supplier cloud storage e.G. A dock controller.
<b>"Invoicing Address"</b>	The address to which the supplier shall invoice the buyer as specified in the award form;
<b>"IPR Claim"</b>	Any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the deliverables or otherwise provided and/or licensed by the supplier (or to which the supplier has provided access) to the buyer in the fulfilment of its obligations under the contract;
<b>"IR35"</b>	The off-payroll rules requiring individuals who work through their company pay the same tax and national insurance contributions as an employee which can be found online at: <a href="https://www.Gov.Uk/guidance/ir35-find-out-if-it-applies">https://www.Gov.Uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Information Security Management System or ISMS"</b>	A set of processes and procedures, provided by the supplier, to manage the buyers sensitive data to minimise risk and limit the impact of a security breach.
<b>"Joint Controller Agreement"</b>	The agreement (if any) entered into between the buyer and the supplier substantially in the form set out in annex 2 of schedule 20 ( <i>processing data</i> );
<b>"Joint Controllers"</b>	Where two or more controllers jointly determine the purposes and means of processing;
<b>"Key Personnel"</b>	The individuals (if any) identified as such in the award form;
<b>"Key Sub-Contract"</b>	Each sub-contract with a key subcontractor;
<b>"Key Subcontractor"</b>	<p>Any subcontractor:</p> <ul style="list-style-type: none"> <li>a. Which is relied upon to deliver any work package within the deliverables in their entirety; and/or</li> <li>b. Which, in the opinion of the buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the deliverables; and/or</li> <li>c. With a sub-contract with the contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate charges forecast to be payable under the contract,</li> </ul> <p>And the supplier shall list all such key subcontractors in section 29 of the award form;</p>
<b>"Know-How"</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the deliverables but excluding know-how already in the other party's possession before the applicable start date;
<b>"Law"</b>	Any law, subordinate legislation within the meaning of section 21(1) of the interpretation act 1978, bye-law, enforceable right within the meaning of section 2 of the European communities act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the supplier is bound to comply;
<b>"Lead Time(s)"</b>	Means the maximum period of time permitted for the supplier in the provision of the goods and services as described in schedule 2 (specification) which will form the basis of the service levels and key performance indicators of the contract and shall be cascaded to any sub-contractors who are also to perform or deliver the goods and services
<b>"LED"</b>	Law enforcement directive (directive (EU) 2016/680)
<b>"Like for Like"</b>	Means the replacement of any faulty equipment with a fully operating model of the same specification.

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<b>Local BWVC System Owner</b>	As defined in Appendix D to Schedule 2
<b>"Local Point of Contact"</b>	Means the nominated point of contact on a local site, including deputies or other personnel as communicated to the supplier, at the establishment who will inform the supplier of any information or arrangements specific to the locality and will co-ordinate with site personnel any relevant activities within the establishment
<b>"Losses"</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"loss"</b> shall be interpreted accordingly;
<b>"Lots"</b>	The number of lots specified in Schedule 2 (specification), if applicable.
<b>"Low Light"</b>	Minimal or no daylight and strip lighting within an establishment
<b>"Manual Record"</b>	The user is required to physically press a button on the BWVC, to begin recording footage of an incident or potential incident. Of the standard BWVC camera
<b>"Marketing Contact"</b>	Shall be the person identified in the award form;
<b>"Milestone"</b>	An event or task described in the implementation plan;
<b>"Milestone Date"</b>	The target date set out against the relevant milestone in the implementation plan by which the milestone must be achieved;
<b>"Mobilisation Phase"</b>	The period between the contract being effective and implementation of the BWVC service, where documents provided at tender stage are finalised and plans for implementation of the new service are agreed between both parties.
<b>"Month"</b>	A calendar month and <b>"monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	Contributions required by the national insurance contributions regulations 2012 (SI 2012/1868) made under section 132A of the social security administration act 1992;
<b>"New IPR"</b>	<ul style="list-style-type: none"> <li>a. IPR in items created by the supplier (or by a third party on behalf of the supplier) specifically for the purposes of the contract and updates and amendments of these items including (but not limited to) database schema; and/or</li> <li>b. IPR in or arising as a result of the performance of the supplier's obligations under the contract and all updates and amendments to the same;</li> <li>c. But shall not include the supplier's existing IPR;</li> </ul>
<b>"Occasion of Tax Non – Compliance"</b>	<p>Where:</p> <ul style="list-style-type: none"> <li>a. Any tax return of the supplier submitted to a relevant tax authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</li> <li>b. A relevant tax authority successfully challenging the supplier under the general anti-abuse rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the general anti-abuse rule or the Halifax abuse principle;</li> <li>c. The failure of an avoidance scheme which the supplier was involved in, and which was, or should have been, notified to a relevant tax authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> <li>d. Any tax return of the supplier submitted to a relevant tax authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the start date or to a civil penalty for fraud or evasion;</li> </ul>
<b>"Open Book Data"</b>	<p>Complete and accurate financial and non-financial information which is sufficient to enable the buyer to verify the charges already paid or payable and charges forecast to be paid during the remainder of the contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>a. The supplier's costs broken down against each good and/or service and/or deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all deliverables;</li> <li>b. Operating expenditure relating to the provision of the deliverables including an analysis showing:</li> </ul>



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	<ul style="list-style-type: none"> <li>c. The unit costs and quantity of goods and any other consumables and bought-in deliverables;</li> <li>d. Manpower resources broken down into the number and grade/role of all supplier staff (free of any contingency) together with a list of agreed rates against each manpower grade;</li> <li>e. A list of costs underpinning those rates for each manpower grade, being the agreed rate less the supplier profit margin; and</li> <li>f. Reimbursable expenses, if allowed under the award form;</li> <li>g. Overheads;</li> <li>h. All interest, expenses and any other third-party financing costs incurred in relation to the provision of the deliverables;</li> <li>i. The supplier profit achieved over the contract period and on an annual basis;</li> <li>j. Confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the supplier;</li> <li>k. An explanation of the type and value of risk and contingencies associated with the provision of the deliverables, including the amount of money attributed to each risk and/or contingency; and</li> <li>l. The actual costs profile for each service period;</li> </ul>
<b>"Operational Service"</b>	Refers to services provided by the supplier which is located on buyer premises.
<b>"Order/ Order Raised"</b>	Purchase of the goods, based on a written quotation following a survey, and only confirmed through communication by the buyer of an official purchase order form
<b>"Original Equipment Manufacturer (OEM)"</b>	Means the manufacturer of the goods including spares, consumables and accessories who holds the intellectual property for the goods.
<b>"Overhead"</b>	Those amounts which are intended to recover a proportion of the supplier's or the key subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of supplier staff and accordingly included within limb (a) of the definition of "costs";
<b>"Parliament"</b>	Takes its natural meaning as interpreted within by law;
<b>"Participating Authority / Authorities"</b>	A contracting authority with access to this contract as named in the official journal of the European union contract notice and as listed in the Tender Document (ITT).
<b>"Party"</b>	The buyer or the supplier and <b>"parties"</b> shall mean both of them where the context permits;
<b>"Personal Data"</b>	Has the meaning given to it in the GDPR;
<b>"Personal Data Breach"</b>	Has the meaning given to it in the GDPR;
<b>"Pre-Record (vs Continuous Recording)"</b>	Functionality which captures the preceding seconds/minutes of video capture prior to user activation
<b>"Prescribed Person"</b>	A legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.Gov.Uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.Gov.Uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Product Code"</b>	Unique supplier reference identifying an individual goods, accessories, spares and accessories which is consistent throughout the term of the contract.
<b>"Professional Services"</b>	Means services rendered or performed by a person authorized by law to practice a recognized profession and whose practice is regulated by law and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship and training. Professional services may also mean services rendered in the provision or performance of goods or services that are original and creative in character in a recognized field of artistic endeavour.

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<b>"Progress Meeting"</b>	A meeting between the buyer authorised representative and the supplier authorised representative;
<b>"Progress Meeting Frequency"</b>	The frequency at which the supplier shall conduct a progress meeting in accordance with clause 6.1 as specified in the award form;
<b>"Progress Report"</b>	A report provided by the supplier indicating the steps taken to achieve milestones or delivery dates;
<b>"Progress Report Frequency"</b>	The frequency at which the supplier shall deliver progress reports in accordance with clause 6.1 as specified in the award form;
<b>"Prohibited Acts"</b>	<ul style="list-style-type: none"> <li>a. To directly or indirectly offer, promise or give any person working for or engaged by the buyer or any other public body a financial or other advantage to:</li> <li>b. Induce that person to perform improperly a relevant function or activity; or</li> <li>c. Reward that person for improper performance of a relevant function or activity;</li> <li>d. To directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the contract; or</li> <li>e. Committing any offence:</li> <li>f. Under the bribery act 2010 (or any legislation repealed or revoked by such act); or</li> <li>g. Under legislation or common law concerning fraudulent acts; or</li> <li>h. Defrauding, attempting to defraud or conspiring to defraud the buyer or other public body; or</li> <li>i. Any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</li> </ul>
<b>"Project Delivery / Project Delivery Services"</b>	Means a project, formal (with project governance and methodologies based on the principles of prince2® or similar) or informal, for the surveying, installation or commissioning of single or multiple sites.
<b>"Protective Measures"</b>	<p>Technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> <li>a. the nature of the data to be protected</li> <li>b. harm that might result from data loss event;</li> <li>c. state of technological development</li> <li>d. the cost of implementing any measures</li> </ul> <p>Including but not limited to pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
<b>"Purchase Order Form"</b>	A formal commercial agreement, communicated electronically by the buyer or an agent acting on its behalf, to the supplier confirming goods, services, and quantities at the agreed pricing.
<b>"Purchase Order Number"</b>	A unique number assigned to a purchase order form
<b>"Recall"</b>	A request by the supplier to return goods to the supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
<b>"Recipient Party"</b>	The party which receives or obtains directly or indirectly confidential information;
<b>"Rectification Plan"</b>	<p>The supplier's plan (or revised plan) to rectify it's breach using the template in schedule 25 (rectification plan template) which shall include:</p> <ul style="list-style-type: none"> <li>a. Full details of the default that has occurred, including a root cause analysis;</li> <li>b. The actual or anticipated effect of the default; and</li> <li>c. The steps which the supplier proposes to take to rectify the default (if applicable) and to prevent such default from recurring, including timescales for such steps and for the rectification of the default (where applicable);</li> </ul>

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<b>"Rectification Plan Process"</b>	The process set out in clause 10.4.2 to 10.4.4 (rectification plan process);
<b>"Refurbishment"</b>	Means a BWVC hardware item which has been restored back to working order.
<b>"Regulations"</b>	The public contracts regulations 2015 and/or the public contracts (scotland) regulations 2015 (as the context requires);
<b>"Reimbursable Expenses"</b>	<p>The reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the services, calculated at the rates and in accordance with the buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> <li>a. Travel expenses incurred as a result of supplier staff travelling to and from their usual place of work, or to and from the premises at which the services are principally to be performed, unless the buyer otherwise agrees in advance in writing; and</li> <li>b. Subsistence expenses incurred by supplier staff whilst performing the services at their usual place of work, or to and from the premises at which the services are principally to be performed;</li> </ul>
<b>"the Buyer's Confidential Information"</b>	<ul style="list-style-type: none"> <li>a. All personal data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, know-how and IPR of the buyer (including all buyer existing IPR and new IPR);</li> <li>b. Any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the buyer's attention or into the buyer's possession in connection with the contract; and</li> <li>c. Information derived from any of the above;</li> </ul>
<b>"Release Notes"</b>	Communication issued by the supplier to the buyer to summarise the changes, content and impact of any proposed changes to the supplier solution.
<b>"Relevant Requirements"</b>	All applicable law relating to bribery, corruption and fraud, including the bribery act 2010 and any guidance issued by the secretary of state pursuant to section 9 of the bribery act 2010;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the supplier is established;
<b>"Remarketing"</b>	An item which is no longer required or fit for buyer use is cleaned of all data by the supplier to sell on or use themselves as a way to generate revenue for the buyer.
<b>"Reminder Notice"</b>	A notice sent in accordance with clause 10.6 given by the supplier to the buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	Any deliverables which are substantially similar to any of the deliverables and which the buyer receives in substitution for any of the deliverables, whether those goods are provided by the buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	A subcontractor of the replacement supplier to whom transferring supplier employees will transfer on a service transfer date (or any subcontractor of any such subcontractor);
<b>"Replacement Supplier"</b>	Any third-party provider of replacement deliverables appointed by or at the direction of the buyer from time to time or where the buyer is providing replacement deliverables for its own account, shall also include the buyer;
<b>"Reporting Period"</b>	The period of time in between each service review meeting held between the parties.
<b>"Request For Information"</b>	A request for information or an apparent request relating to the contract for the provision of the deliverables or an apparent request for such information under the FOIA or the eirs;
<b>"Required Insurances"</b>	The insurances required by schedule 22 (insurance requirements);
<b>"Role Based Access Control or RBAC"</b>	The method of restricting access based on the roles assigned to individual user.
<b>"Satisfaction Certificate"</b>	The certificate (materially in the form of the document contained in annex 2 of part B of schedule 8 (implementation plan and testing) or as agreed by the parties where schedule 8 is not used in this contract) granted by the buyer when the supplier has achieved a milestone or a test;
<b>"Schedules"</b>	Any attachment to the contract which contains important information specific to each aspect of buying and selling;

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<b>"Security Management Plan"</b>	The supplier's security management plan prepared pursuant to schedule 16 (security) (if applicable);
<b>"Security Policy"</b>	The buyer's security policy, referred to in the award form, in force as at the start date (a copy of which has been supplied to the supplier), as updated from time to time and notified to the supplier;
<b>"Serious Fraud Office"</b>	The UK government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Credits"</b>	A mechanism by which amounts are deducted from the amounts to be paid under the contract to the supplier if actual supplier performance fails to meet the performance standards set in the service levels.
<b>"Service Levels"</b>	Any service levels applicable to the provision of the deliverables under the contract (which, where schedule 10 (service levels) is used in this contract, are specified in the annex to part A of such schedule);
<b>"Service Period"</b>	Has the meaning given to it in the award form;
<b>"Services"</b>	Services made available by the supplier as specified in schedule 2 (specification) and in relation to a contract as specified in the award form;
<b>"Service Transfer"</b>	Any transfer of the deliverables (or any part of the deliverables), for whatever reason, from the supplier or any subcontractor to a replacement supplier or a replacement subcontractor;
<b>"Service Transfer Date"</b>	The date of a service transfer;
<b>"Shadow KPI's"</b>	Refers to a period of time post implementation, where supplier performance against key performance indicators will be monitored for the purposes of ongoing improvement, but the buyer will not seek monetary reimbursement for any failure(s) to achieve the required standard.
<b>"Sites"</b>	Any premises (including the buyer premises, the supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a. The deliverables are (or are to be) provided; or</li> <li>b. The supplier manages, organises or otherwise directs the provision or the use of the deliverables;</li> <li>c. Those premises at which any supplier equipment or any part of the supplier system is located (where ICT services are being provided)</li> </ul>
<b>"SME"</b>	An enterprise falling within the category of micro, small and medium sized enterprises defined by the commission recommendation of 6 may 2003 concerning the definition of micro, small and medium enterprises;
<b>"Spares"</b>	Means components of the goods as set out in schedule 2 (pricing) or as notified.
<b>"Special Terms"</b>	Any additional clauses set out in the award form which shall form part of the respective contract;
<b>"Specific Change in Law"</b>	A change in law that relates specifically to the business of the buyer and which would not affect a comparable supply where the effect of that specific change in law on the deliverables is not reasonably foreseeable at the start date;
<b>"Specification"</b>	The specification set out in schedule 2 (specification), as may, in relation to the contract, be supplemented by the award form;
<b>"Standard Equipment List"</b>	A list of frequently required items which are essential to the operating of the BWVC service and that are available for the buyer to purchase from the supplier, e.g. BWVC's, attachments and docking stations and are incorporated into a catalogue for the purposes of purchase to pay.
<b>"Standards"</b>	Any: <ul style="list-style-type: none"> <li>a. Standards published by BSI british standards, the national standards body of the united kingdom, the international organisation for standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced</li> </ul>

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	<p>operator in the same type of industry or business sector as the supplier would reasonably and ordinarily be expected to comply with;</p> <ul style="list-style-type: none"> <li>b. Standards detailed in the specification in schedule 2 (specification);</li> <li>c. Standards detailed by the buyer in the award form or agreed between the parties from time to time;</li> <li>d. Relevant government codes of practice and guidance applicable from time to time;</li> </ul>
<b>"Start Date"</b>	The date specified on the award form;
<b>"Storage Media"</b>	The part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	<p>Any contract or agreement (or proposed contract or agreement), other than a contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> <li>a. Provides the deliverables (or any part of them);</li> <li>b. Provides facilities or services necessary for the provision of the deliverables (or any part of them); and/or</li> <li>c. Is responsible for the management, direction or control of the provision of the deliverables (or any part of them);</li> </ul>
<b>"Subcontractor"</b>	Any person other than the supplier, who is a party to a sub-contract and the servants or agents of that person;
<b>"Subprocessor"</b>	Any third party appointed to process personal data on behalf of the supplier related to the contract;
<b>"Substitute Items"</b>	Means alternative goods, accessories or spares as to those which form part of the contract, only permissible with the express written permission of the buyer contract manager.
<b>"Supplier"</b>	The person, firm or company identified in the award form;
<b>"Supplier Assets"</b>	All assets and rights used by the supplier to provide the deliverables in accordance with the contract but excluding the buyer assets;
<b>"Supplier Authorised Representative"</b>	The representative appointed by the supplier named in the award form, or later defined in a contract;
<b>"Supplier's Confidential Information"</b>	<ul style="list-style-type: none"> <li>a. Any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the supplier (including the supplier existing IPR) trade secrets, know-how, and/or personnel of the supplier;</li> <li>b. Any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the supplier's attention or into the supplier's possession in connection with the contract;</li> <li>c. Information derived from any of (a) and (b) above;</li> </ul>
<b>"Supplier's Contract Manager"</b>	The person identified in the award form appointed by the supplier to oversee the operation of the contract and any alternative person whom the supplier intends to appoint to the role, provided that the supplier informs the buyer prior to the appointment;
<b>"Supplier Equipment"</b>	The supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the supplier (but not hired, leased or loaned from the buyer) in the performance of its obligations under this contract;
<b>"Supplier Hardware"</b>	The BWVC and docking station including power and data transfer cables (e.G. USB) but not accessories
<b>"Supplier Software"</b>	The suppliers digital evidence management system
<b>"Supplier Solution"</b>	The entirety of the supplier offering including, but not limited to, the BWVC, docking station, software, support services and hosting
<b>"Supplier Non-Performance"</b>	<p>Where the supplier has failed to:</p> <ul style="list-style-type: none"> <li>a. Achieve a milestone by its milestone date;</li> </ul>

## HMPPS Body Worn Video Cameras – Part 1

	<ul style="list-style-type: none"> <li>b. Provide the goods and/or services in accordance with the service levels ; and/or</li> <li>c. Comply with an obligation under the contract;</li> </ul>
<b>"Supplier Profit"</b>	In relation to a period, the difference between the total charges (in nominal cash flow terms but excluding any deductions and total costs (in nominal cash flow terms) in respect of the contract for the relevant period;
<b>"Supplier Profit Margin"</b>	In relation to a period or a milestone (as the context requires), the supplier profit for the relevant period or in relation to the relevant milestone divided by the total charges over the same period or in relation to the relevant milestone and expressed as a percentage;
<b>"Supplier Staff"</b>	All directors, officers, employees, agents, consultants and contractors of the supplier and/or of any subcontractor engaged in the performance of the supplier's obligations under the contract;
<b>"Supply Chain Information Report Template"</b>	The document at annex 1 of schedule 18 supply chain visibility;
<b>"Supporting Documentation"</b>	Sufficient information in writing to enable the buyer to reasonably assess whether the charges, reimbursable expenses and other sums due from the buyer under the contract detailed in the information are properly payable;
<b>"Technical Services"</b>	Means services which can be provided by the supplier in addition to those expected as essential to the operation of the BWVC service. A separate agreement may provide technology services from strategy and service design through transition to operational running of an IT estate. It offers large project services, up to top secret classification and access to a range of technology services, including, provision and management of IT service desk, end user device support, network support, asset disposal and application maintenance, infrastructure support
<b>"Term"</b>	The duration of the BWVC contract between the supplier and the buyer
<b>"Termination Notice"</b>	A written notice of termination given by one party to the other, notifying the party receiving the notice of the intention of the party giving the notice to terminate the contract on a specified date and setting out the grounds for termination;
<b>"Test Issue"</b>	Any variance or non-conformity of the deliverables or deliverables from their requirements as set out in the contract;
<b>"Test Plan"</b>	<p>A plan:</p> <ul style="list-style-type: none"> <li>a. For the testing of the deliverables; and</li> <li>b. Setting out other agreed criteria related to the achievement of milestones;</li> </ul>
<b>"Tests and Testing"</b>	Any tests required to be carried out pursuant to the contract as set out in the test plan or elsewhere in the contract and <b>"tested"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	Intellectual property rights owned by a third party which is or will be used by the supplier for the purpose of providing the deliverables;
<b>"Transferring Supplier Employees"</b>	Those employees of the supplier and/or the supplier's subcontractors to whom the employment regulations will apply on the service transfer date;
<b>"Transparency Information"</b>	<p>The transparency reports and the content of the contract, including any changes to this contract agreed from time to time, except for –</p> <ul style="list-style-type: none"> <li>a. Any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the buyer; and</li> <li>b. Commercially sensitive information;</li> </ul>
<b>"Transparency Reports"</b>	The information relating to the deliverables and performance pursuant to the contract which the supplier is required to provide to the buyer in accordance with the reporting requirements in schedule 6 (transparency reports);
<b>"Uniform"</b>	Standard prison uniform items including, shirts, blouses, jumpers, jackets, polo shirts
<b>"Unique Asset Number"</b>	The individual number allocated to an item of BWVC hardware for identification purposes.
<b>"User"</b>	The buyer personnel who will use the BWVC and equipment.

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<b>"User Activation"</b>	Undocking the standard BWVC for active operational use.
<b>"User De-activation"</b>	Docking the BWVC at the end of a period of operational use.
<b>"User Devices"</b>	P.C or laptop belonging to and supplied by the buyer.
<b>"User Groups"</b>	The buyer personnel who have carry out specific duties within the operation of the BWVC service.
<b>"Variation"</b>	Has the meaning given to it in clause 24 (changing the contract);
<b>"Variation Form"</b>	The form set out in schedule 21 (variation form);
<b>"Variation Procedure"</b>	The procedure set out in clause 24 (changing the contract);
<b>"VAT"</b>	Value added tax in accordance with the provisions of the value added tax act 1994;
<b>"VCSE"</b>	A non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Warehouse Stock"</b>	Spare stock holding of all key BWVC hardware items held by the supplier in order to ensure that the lead times for the replacement and delivery of newly purchased items for which service levels apply, are achieved.
<b>"Warranty"</b>	Describes the conditions under, and period during, which the producer or vendor will repair, replace, or other compensate for, the defective item without cost to the buyer or user.
<b>"Worker"</b>	Any one of the supplier staff which the buyer, in its reasonable opinion, considers is an individual to which procurement policy note 08/15 (tax arrangements of public appointees) ( <a href="https://www.Gov.Uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.Gov.Uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the deliverables; and
<b>"Working Day"</b>	Any day other than a saturday or sunday or public holiday in england and wales unless specified otherwise by the parties in the award form.
<b>"Work Day"</b>	7.5 work hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Work Hours"</b>	The hours spent by the supplier staff properly working on the provision of the deliverables including time spent travelling (other than to and from the supplier's offices, or to and from the sites) but excluding lunch breaks;

## Schedule 2 (BWVC Specification) V3.0

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## HMPPS Body Worn Video Cameras – Part 1

### 1 INTRODUCTION - HMPPS Body Worn Video Camera (BWVC) Service Specification

- 1.1 This Specification sets out the Buyer's requirements in respect of **Supply and Maintenance of Body Worn Video Cameras (BWVC)**.
- 1.2 It is expected that the Supplier will be able to supply and support the required equipment to all of the organisations, as listed in the Contract Notice, including new technologies which may emerge during the lifetime of the Contract.
- 1.3 The Contract is non-exclusive, and the Buyer does not commit to any minimum level of expenditure under the Contract.

### 2 DRIVERS AND BENEFITS

- 2.1 The Buyer wants to build a strong partnership with the successful Supplier that will help drive down costs for the Buyer.
- 2.2 By taking a collective approach the cost of goods and services will be reduced based on economies of scale.
- 2.3 Timely provision and support of end user devices is a critical requirement across all of the estate. This Contract will ensure that provision and support is provided efficiently and effectively so that staff across the Buyer's estate can continue to be provided with the right BWVC Hardware to enable them to undertake their jobs seamlessly and without unnecessary disruptions.
- 2.4 Appointing a Supplier who can meet the requirements covered in this tender with high quality equipment and services at 'best value' for the duration of the Contract will be fundamental in the meeting the Buyer's strategic objectives and outcomes.

### 3 GENERAL DESCRIPTION

- 3.1 The Buyer is seeking a Supplier to provide a 'one-stop shop' for the supply and maintenance of BWVC hardware and associated services. This falls into six parts:

#### **Section A: Procurement/Supply**

- a) The supply of BWVC Hardware
- b) Management of goods and services under contract

#### **Section B: Deployment**

- a) Project Delivery
- b) Asset tagging & management
- c) Delivery
- d) Training

#### **Section C: Operations**

- a) Support and Maintenance
- b) Extended Warranty
- c) Fault resolution and replacement
- d) Software Management (updates, patches and upgrades)
- e) Supplier Staff

#### **Section D: End of Life**

- a) Secure disposal of all Hardware
- b) Remarketing of Hardware
- c) Refurbishment of Hardware

## **HMPPS Body Worn Video Cameras – Part 1**

### **Section E: Corporate Services**

- a) Professional and Technical Services
- b) Communication
- c) Exit
- d) Social Value
- e) Customer contract management with a single point of contact to manage the relationship and help ensure the Contract is working for optimum mutual benefit.

### **Section F: Technical Solution requirements**

- a) BWVC Hardware requirements
- b) BWVC Software requirements

## **STATEMENT OF REQUIREMENTS, SCOPE – SUPPLY AND MAINTENANCE OF GOODS AND SERVICES**

### **PROCUREMENT/SUPPLY**

#### **4 Product Management**

- 4.1 The Supplier will supply the Buyer with a wide range of new BWVC Hardware items.
- 4.2 The Supplier shall provide an efficient, effective and best value arrangement which also includes the best prices at all times across the range of hardware required for the duration of the contract. For example, the Supplier will be required to liaise with manufacturers or sub-contractors to understand product roadmaps, supply chains, stock levels and manage pricing.
- 4.3 To enable this, the Buyer will from time to time share relevant strategic plans and programmes of work to help inform the delivery of an efficient, effective and best value arrangement.
- 4.4 The Supplier is required to ensure that a standard set of frequently required hardware items as defined on the Standard Equipment List are always available and this list will vary from time to time. This will include consideration of items being discontinued and replaced and the need to give as much visibility and notice as possible of this.
- 4.5 The Supplier will provide roadmap details including end of life and replacement Device Model release dates for items on the Standard Equipment List.
- 4.6 The Buyer retains the right to ensure that items on the Standard Equipment List remain valid for the duration of the Contract including any potential extensions. The Supplier will not have a right to amend, without prior written permission of the Buyer's Contract Manager (through Change Control).
- 4.7 The Supplier shall inform the Buyer of end of life dates of any hardware listed on the Standard Equipment List, not within their control, as soon as the date is released to the public and their proposed mitigations or replacements which must not be of an inferior quality or additional cost to the Buyer.
- 4.8 The Buyer requires the ability to evaluate new technologies and products from time to time for reasonable evaluation periods that fall within the scope of the Contract and at no cost to the Buyer. The Supplier also needs to add value by understanding our respective business plans and should, working with its own supply chain, consequently, propose where new technologies, goods, services or processes that might genuinely add business value.
- 4.9 The Supplier shall provide recommendations to improve device deployment and utilisation.
- 4.10 The Supplier shall provide cost saving information as part of the ongoing service.
- 4.11 The Supplier shall conduct a due diligence process to establish cost associated with current delivery of services to form the baseline and comparison for identifying savings.

## **HMPPS Body Worn Video Cameras – Part 1**

### **5 Adding new products to the Contract**

- 5.1 The Buyer requires the ability to evaluate new technologies and products from time to time for reasonable evaluation periods that fall within the scope of the Contract and at no cost to the Buyer. The Supplier also needs to add value by understanding our respective business plans and should, working with its own supply chain, consequently, propose where new technologies, goods, services or processes that might genuinely add business value.
- 5.2 It is anticipated that new or alternative technologies or products will be proposed during annual contract reviews (under continuous improvement).
- 5.3 Where a new requirement (of the Buyer) or new product proposal (the Supplier) is proposed the Parties shall follow the process as set out in Schedule 21 (Variation Form). The Supplier shall provide any required information requested by the Buyer which includes, but is not limited to:
  - a) An impact assessment on the existing Goods and/or Services with dependencies, risks and assumptions clearly stated
  - b) Fully costed and open book pricing, detailing costs, savings and benefits and with any relevant comparison to existing pricing
  - c) Lead times for development, delivery and/or implementation
  - d) Any applicable Acceptance Criteria for testing by the Supplier and/or Buyer
  - e) Any applicable performance information (e.g. performance levels or KPIs)
- 5.4 Where Goods are developed on behalf of the Buyer to meet User needs the Buyer will not pay for the development of the Goods and will pay a price for the finished / accepted Goods subject to agreement as per Schedule 21 (Variation Form).
- 5.5 Nothing in the requirements, above, shall confer any exclusivity on the Supplier and the Buyer reserves the right to benchmark or source from alternative third parties as required.
- 5.6 The Supplier shall provide the Buyer a minimum of 12 months Warranty for the new Goods and spares.

### **6 Removing products from the Contract**

- 6.1 This shall be completed through following the process of Contract Variation (Schedule 21).

### **7 Warehouse Stock**

- 7.1 The Supplier will provide capacity to securely store significant levels of Warehouse Stock in an appropriate facility until required for use under the Service. Typically, but not exclusively, the items stored in Warehouse Stock will be BWVC Hardware. The Supplier will keep accurate records of the items stored within Warehouse Stock. The Buyer may request a report at any point detailing 'real time' warehouse stock levels down to item level if required.
- 7.2 The Supplier must at all times have sufficient volumes of all hardware items in order to achieve the Service Levels (as defined in Schedule 10), ensuring no stock outs, at no additional cost to the Buyer.

## **DEPLOYMENT**

### **8 Implementation and Project Delivery**

- 8.1 The project delivery services that the Supplier will deliver as part of the initial implementation of the service is defined within Schedule 8 Implementation Schedule.
- 8.2 The Buyer may have future projects (e.g. a concurrent rollout of multiple new prisons). In the event of new projects, the same governance processes and Supplier project delivery services will apply as per Schedule 8.

### **9 Asset Tagging and Asset Management Register**

- 9.1 The Buyer will require the option of asset tagging on BWVC Hardware items/devices ordered. The items in scope include any hardware which is deployed into the Buyer's Premises. There must be a unique identified, per hardware item, which enables the Buyer or Supplier to identify it.

## **HMPPS Body Worn Video Cameras – Part 1**

- 9.2 Asset tagging options must be capable of meeting the conditions within the Buyers Premises (i.e. Prison), must be fluid resistant and tamper proof.
- 9.3 The Supplier must maintain an up to date Asset Management Register and provide this to the Buyer on a quarterly basis (or at the request of the Buyer). The Asset Management Register which shall include, as minimum, live assets, assets under repair, assets not capable of repair (or End of Life) and the following linked data:
  - a) PO reference
  - b) Buyers Premises location
  - c) Date delivered
  - d) Serial numbers
  - e) Device description
  - f) Warranty start / end date

## **10 Order and Delivery Lead Times**

- 10.1 The Supplier will at all times maintain and adhere to the agreed Service Levels in Appendix A and B in document Schedule 10.

## **11 Hardware Delivery**

- 11.1 All deliveries (new purchases only) must have an associated delivery note detailing the itemised products and the Buyer's unique reference number e.g. Purchase Order Number as a minimum.
- 11.2 Goods (new purchases only) shall be delivered directly to the Buyer Site using the delivery address on the Purchase Order (note: not the Buyer details on the Purchase Order), this may be subject to change during Implementation.
- 11.3 Deliveries must be linked to a modern tracking facility which includes evidence of sign off at the delivery location and access to proof of delivery details.
- 11.4 The date of delivery will be recorded as the date the delivery arrived at the specified Buyer Site.
- 11.5 In BAU, all items (new purchases only) on an order must be delivered in a single delivery. Part orders will only be accepted if agreed by the individual Establishment prior to delivery. Where part orders are agreed, receipting action against the Purchase Order will only take place once the full order is delivered.
- 11.6 The Buyer will not be responsible for lost items where the Supplier cannot provide a proof of delivery to the correct Buyer's Premises address and a signed delivery note (by a member of HMPPS staff).
- 11.7 The Buyer reserves the right to return or not accept delivery of Goods where the packaging or devices show signs of damage.
- 11.8 In the event of an incorrect delivery, items lost in transit or in the case of damaged items, the Supplier must provide a corrective plan detailing how the item will be replaced, delivered to the correct location and the new delivery date must be provided to the appropriate point of contact within the Establishment within 1 working day of notification from the Buyer. During Implementation notification must be made to the Buyer Project Manager or nominated contact.
- 11.9 There will be no additional charges to the Buyer in the event of an incorrect delivery including the re-delivery to the correct Buyer's Premises.
- 11.10 Delivery charges are to be incorporated within the product prices.
- 11.11 The Supplier shall ensure that all goods shall be protected by adequate robust outer packaging for protection of the goods whilst in transit to arrive in pristine condition.
- 11.12 [REDACTED].

## **12 Training**

- 12.1 The Supplier shall produce a Draft Training Plan at the tender stage and shall comply with the obligations of Schedule 8 for the Mobilisation and Implementation Phase(s).

## HMPPS Body Worn Video Cameras – Part 1

- 12.2 The Supplier shall provide train the trainer courses for Local BWVC System Owner and BWVC HQ staff as defined in Appendix D.
- 12.3 The Supplier shall provide virtual training for members of MOJ Digital & Technology Service Desk which must cover as a minimum:
  - a) Overview of Supplier Solution/set up
  - b) Frequently asked Questions/ common faults
- 12.4 Train the Trainer sessions for Local BWVC System Owner must cover, as a minimum:
  - a) Viewing/editing/sharing footage
  - b) All elements of BWVC operation (as included within the Technical Solution requirements), including allocating, manual un-allocating, Docking, data upload, recording and bookmarking.
  - c) Housekeeping/ensuring hardware remains in good condition
- 12.5 Train the Trainer sessions for BWVC HQ staff must additionally cover:
  - a) Setting or amending RBAC (following Implementation)
  - b) Setting or amending data retention policies (following Implementation)
  - c) National and local reporting functionality
  - d) Audit data
  - e) Alerts/fault identification
- 12.6 The Supplier must present a range of training options, which must include virtual training and stipulating the duration of each course. The Supplier should also present additional styles of delivering training available to support the implementation and throughout the life of the Contract (i.e. e-learning, webinar training).
- 12.7 The Buyer may require the Supplier to provide an introductory e-learning course which includes a knowledge check function – i.e. end of learning test form
- 12.8 The Supplier shall provide training materials, with the capability for HMPPS to tailor to HMG standards. As a minimum these must include:
  - a) Hardware operating manual/user guide
  - b) Software operating manual/user guide/ video demonstration
  - c) BWVC operation video
  - d) FAQ document/common issues and actions to resolve
- 12.9 To ensure compliance with The Welsh Language Act 1993 -Welsh Language Act 1993 (legislation.gov.uk), the Supplier will be required to ensure that User Guides, operating manuals and training material are available in Welsh language format.
- 12.10 To assist with the training of staff during Implementation and when in BAU, the Buyer requires the Supplier to provide 100 dummy Body Worn Cameras (see Annex A: Construction of the Equipment Section F 1.17 in Schedule 2). The Buyer may require additional dummy Body Worn Cameras during the Contract Term.

## OPERATIONS

### 13 Support and Maintenance Services

- 13.1 The Supplier will provide Support and Maintenance for all BWVC Hardware elements, the cloud storage solution and the web-based application as per the requirements of this section. Management of the MoJ network, infrastructure and Buyer hardware (outside of this Contract) shall be out of scope.
- 13.2 MoJ Digital & Technology Service Desk will provide 1st line support and escalate issues relating to the Suppliers responsibilities to the Supplier's 2nd line support.
- 13.3 The Buyer envisages the following Service Design model for the Contract.  
[REDACTED]
- 13.4 The Supplier must provide the following capabilities as part of the overall support service:

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13.4.1 BWVC Hardware replacement and fault assessment

13.4.2 Repair of device or processing of devices as detailed under End of Life requirements below.

13.5 The Service will apply to all Hardware provided by the Supplier under this Contract.

13.6 The Hardware Support Service must allow for the Buyer to easily add a new Device Category to the service at no additional support cost.

### 14 Extended Warranty and Maintenance

14.1 Following expiry of the initial Hardware warranty period, the Buyer requires the option for estate-wide annual Extended Warranty (reactive repairs or replacement of all BWVC Hardware components) and for support & maintenance of the entire HMPPS estate.

14.2 The Extended Warranty must cover all faults, fair wear & tear, repairs or replacements on the following Hardware components:

- a) BWVC & fixings,
- b) Docking Stations,
- c) Any Intermediary Devices,
- d) Readers (RFID or equivalent)

Examples of fair wear and tear that HMPPS would expect include:

- Attachment e.g. alligator clip becomes loose due to normal wear
- Docking station charging connection worn resulting in charging errors, due to normal use rather than excessive force used when BWVC is docked.
- BWVC charging connection becomes worn resulting in charging errors, due to normal use rather than excessive force used when BWVC is docked.
- The BWVC on/off button or switch worn to the point that it is no longer operational.
- Any connecting wires become frayed and in a dangerous state.

HMPPS do not expect that cosmetic wear and tear or damage caused by HMPPS staff would be included."

14.3 Permitted exclusions to the Extended Warranty arrangements are:

- a) Malicious or intentional damage
- b) Stolen, misplaced or lost Hardware components
- c) Hardware components submersed in fluid or contaminated

14.4 The Supplier must replace any faulty Hardware under warranty with a Like for Like device rather than repairing at the Establishment.

### 15 Fault Assessment and Resolution

15.1 The Supplier is required to assess the faulty device to ascertain whether it is covered under Warranty.

15.2 Where devices are covered by a Warranty (Manufacturers or Extended) the device must be replaced or repaired under the Warranty at no cost to the Buyer.

### 16 Supplier Software Support

16.1 Terms for the Supplier SaaS solution are detailed in Schedule 4.

16.2 The Supplier shall provide the following services and support to the Buyer in relation to Supplier Software:

### 17 Updates & Patches (part of 16 above)

17.1 The Supplier must have a full release Testing Strategy in place prior to releases to ensure it meets with business and assisted technology requirements.

17.2 Where the Supplier provides a general release/update or a Buyer specific update the Supplier will:

- a. Provide a summary of the updates and their impact (Release Notes) on the Solution at least 4 weeks in advance. This must include any Testing and Acceptance Criteria
- b. The Buyer shall have a right of review and approval within 5 working days (not to be unreasonably withheld)

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- c. The Buyer may reject proposed updates, providing the reasons for this and allowing the Supplier the opportunity to remove functionality or rectify issues identified

17.3 The Supplier shall provide updates and patches to the Buyer at no additional cost.

### 18 Software improvement and innovation (part of 16 above)

- 18.1 Either Party may propose new Software requirements (Buyer) or functionality (Supplier). It is anticipated that new requirements will be proposed during annual contract reviews (under continuous improvement), through Buyer feedback (e.g. User forums) or as a reaction to external factors (e.g. policy or legislative changes).
- 18.2 Where a new requirement (of the Buyer) or new product proposal (the Supplier) is proposed the Parties shall follow the process as set out in Schedule 21 (Variation Form). The Supplier shall provide any required information requested by the Buyer which includes, but is not limited to
  - a) An impact assessment on the existing Goods and/or Services with dependencies, risks and assumptions clearly stated
  - b) Fully costed and open book pricing, detailing costs, savings and benefits and with any relevant comparison to existing pricing
  - c) Lead times for development, delivery and/or implementation
  - d) The Suppliers proposed Testing Strategy and Acceptance Criteria for testing by the Supplier and/or Buyer
  - e) Any applicable performance information (e.g. performance levels or KPIs)

### 19 Supplier Staff

- 19.1 The Buyer and Supplier will mutually agree if a field engineer is required to attend an Establishment to diagnose and repair a fault. The date and time of the visit will be agreed by both parties in advance.
- 19.2 Any Supplier staff or Sub-Contractor entering prison Establishments will be required to obtain and maintain UK security clearance to carry out installation and maintenance Services for the duration of the contract. For non-Long Term High Security Estate Sites the Supplier staff shall hold the following:

**Baseline Personnel Security Standard Enhanced Level 1:** This is the security level associated with all Non-Directly Employed workers whose role does not require them to undergo National Security Clearance.

- 19.3 For those requiring unescorted access to Long Term High Security Estate Sites this shall be set at **Counter Terrorism Check (CTC)**.
- 19.4 The Buyer shall sponsor Supplier staff for their vetting applications, where needed however the costs of security clearance shall be met by the Supplier.
- 19.5 The Buyer may at any time request the Supplier provides evidence of vetting status of any of its (staff/employees) working on the contracted services
- 19.6 All Supplier or Sub-Contractor staff will be required to carry and present official photographic identification e.g. UK Driving Licence or Passport to enter an Establishment (and specifically a secure prison environment).
- 19.7 The Buyer may require the Supplier to remove from working on the Contract any Supplier personnel that the Buyer considers in any respect unsatisfactory. Written confirmation shall be provided by the Buyer to the Supplier to confirm in this event. The Buyer shall not be liable for the cost of replacing such members of staff.

### END OF LIFE

### 20 Remarketing/Refurbishment/Secure Disposal

- 20.1 The Supplier must provide a service to remarket, refurbish or dispose of all BWVC Hardware. The services shall as a minimum cover the following:

### 21 Remarketing: (part of 20.1 above)

- 21.1 The development of a proposal and service which includes:

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- a) Hardware that is no longer required or fit for the Buyer's business use;
- b) Generates revenue, which is paid back, via a Credit Note, to the Buyer or held to procure other goods or services;
- c) Provides the Buyer with the necessary data erasure certificates and reports detailing full compliance with legal requirements.
- d) The Supplier will inform the Buyer of how much income has been made through the resale of devices and how much the Buyer will receive. The Buyer will be given a financial statement on a yearly basis. This statement will also detail the elements of collection and remarketing costs.

### **22 Refurbishment: (part of 20.1 above)**

- 22.1 Restored back to fully working order and provisioned back to the Buyer

### **23 Disposal: (part of 20.1 above)**

- 23.1 The Supplier must process all items for secure disposal within 1 calendar month of collection
- 23.2 When a device is disposed of, all Unique Asset Number identifiers must be removed from the device by the Supplier.
- 23.3 The Supplier must ensure that disk drives that cannot be accessed by the User, are removed and processed for environmental disposal and compacted and broken into a size conforming to ADISA IT Asset Disposal Standard and General Data Protection Regulations.
- 23.4 An industry standard Data Erasure Certificate and/or a Certificate of Destruction must be issued back to the Buyer following processing for all data hosting devices by the Supplier dependant on the process that has been taken. All certificates must confirm to International Standards Organisation (ISO) best practice including ISO/IEC 27001, ISO/IEC 20000-1, ISO 9001, ISO 14001.
- 23.5 Devices for disposal must be disposed of in accordance with the latest version of the WEEE/EEE, ISO140001 and Information Assurance Standard No 5 (IAS) produced by CESG.

## **CORPORATE SERVICES**

### **24 Professional Services**

- 24.1 Professional and technical services may be required on a call-off basis throughout the duration of the Contract.
- 24.2 These services would be outside of general account management and advisory services that the Supplier will provide as part of the BAU management of the Contract
- 24.3 These professional and technical services may include but shall not be limited to: ad-hoc advice, design and implementation of new systems and services, general advice.
- 24.4 It is desirable that the provision of professional services includes audio visual specialist capability with knowledge and experience of the latest technologies who can work with the Buyer to provide solutions as required.

### **25 Communications**

- 25.1 The Supplier shall ensure that information provided (e.g. written, audio-visual) follows good practice guidance and recommendations, such as Plain English and/or Welsh language, where specified by the Buyer.
- 25.2 The Supplier will be required to respond appropriately to any differing communication needs, requirements and preferences of the community and to provide a service which addresses issues of language, literacy, hearing, visual, and/or cognitive impairment, and other forms of support in communication.

### **26 Exit Plan**

- 26.1 The Supplier shall adhere to terms set out in Schedule 30 Exit Management

### **27 Social Value**

- 27.1 It is essential to the Buyer that the Supplier gives due consideration as to how it might improve the economic, social and environmental well-being relating to Social Value. Such activity might include, but is not limited to:



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- a) Environmental
  - i. Help reduce the Buyer's carbon footprint;
  - ii. The Supplier shall in performing the service for this contract meet all Legislation, Guidance and Good Industry Practice in environmental management and meet the objectives of our sustainability policies.
- b) Social
  - i. Creating skills and training opportunities (e.g. apprenticeships or on the job training);
  - ii. Creating employment opportunities within the region in general and particularly for the long-term unemployed or NEETs (not in education, employment or training);
  - iii. Offering work placements to school children and young adults;
  - iv. Providing career advice and information for young people on specific careers;
  - v. Offering curriculum support to schools, with Suppliers sharing knowledge and expertise about their discipline; or
  - vi. Providing additional opportunities for individuals or groups facing greater social or economic barriers.
  - vii. The supplier will work to the MOJ's policy on modern day slavery.
- c) Economic
  - i. Creating supply chain opportunities for small to medium sized enterprises (SME)s.

## 28 Contract Monitoring, Measurement and Performance

- 28.1 The Buyer recognises that it is good practice to provide planned contract monitoring and management for all contracts. This will assist us in achieving value for money and supporting a positive working relationship with the Supplier.
- 28.2 Following Implementation completion see (Implementation Schedule), the Supplier is required to attend a service review meeting, at no additional cost to the Buyer at a minimum of quarterly intervals, with the Buyer. The Buyer shall confirm to the Supplier the agenda and requirements for the meetings will include:
  - a) SLA performance;
  - b) Asset Management Register reporting;
  - c) Defect Register (as included within the Asset Management Register) and analysis
  - d) Hosting data including utilisation and storage consumption against forecast
  - e) Spend data;
  - f) Warehouse Stock levels
- 28.3 Where reasonably requested by the Buyer, the Supplier may be required to attend interim service review meetings, for example where the service is not at the expected level.
- 28.4 The Supplier must make available a service manager throughout the duration of the Contract.
- 28.5 The Buyer may require the Supplier to remove from working on the Contract any Supplier personnel that the Buyer considers in any respect unsatisfactory. Written confirmation shall be provided by the Buyer to the Supplier to confirm in this event. The Buyer shall not be liable for the cost of replacing such members of staff.

## SECTION F: TECHNICAL SOLUTION

[REDACTED]

## Schedule 3 (Charges) V2.0

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#### 1 HOW CHARGES ARE CALCULATED

##### 1.1 The Charges:

- 1.1.1 shall be calculated in accordance with the terms of this Schedule;
- 1.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to review where specifically stated in the Award Form; and

##### 1.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

#### 2 THE PRICING MECHANISMS

##### 2.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in the Contract.

#### 3 WHEN THE SUPPLIER CAN ASK TO CHANGE THE CHARGES

##### 3.1 Pricing will be fixed for all elements of the Contract Charges for the first 2 (two) years of the Contract after such time the Supplier will be permitted to submit annual pricing reviews to coincide with the anniversary of the Contract on each subsequent anniversary.

##### 3.2 The Supplier shall give the Buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request a change. If the Supplier does not give notice in time then it will only be able to request an increase prior to the following years Review Date.

##### 3.3 Any notice requesting an increase or change in Extended Warranty costs shall include:

- 3.3.1 a list of the Charges to be reviewed;
- 3.3.2 a breakdown of original cost relating to those Charges
- 3.3.3 for each of the Charges under review, evidence in support of the requested increase including (but not limited to):
  - (a) any variation in volumes that affects costs
  - (b) any variation in manpower
  - (c) any additional cost changes

##### 3.3.4 details of areas where costs can be reduced to help offset any increase

##### 3.4 The Buyer shall consider each request for a price increase. The Buyer may grant Approval to an increase at its sole discretion.

##### 3.5 Where the Buyer approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as the Buyer may determine at its sole discretion and Annex 1 shall be updated accordingly.

#### 4 OTHER EVENTS THAT ALLOW THE SUPPLIER TO CHANGE THE CHARGES

## **HMPPS Body Worn Video Cameras – Part 1**

- 4.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:
- 4.1.1 a Specific Change in Law in accordance with Clause 24;
  - 4.1.2 a review in accordance with insurance requirements in Clause 13;
  - 4.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges;  
and
  - 4.1.4 Where there is a change in market forces, technology and product cycle cost reduction and/or CPI reduction, improved currency conversions, which leads to a decrease in product costs, the Authority will submit a request for price variance for the affected lines. The Authority reserves the right to request a price review where commodity price falls at any time during the life of the Agreement.

### **5 WHEN THE CHARGES ARE LINKED TO INFLATION**

[REDACTED]

### **6 PAYMENT TERMS**

- 6.1 Payment terms are thirty (30) days from invoice and the Authorities receipt and commissioning of Goods / Services following delivery / installation and Suppliers compliant invoice submission to the MoJ accounts payable, shared services centre.
- 6.2 The initial roll out project will include an Implementation plan and Supplier delivery plan, this will have included milestone reviews related to works conducted and goods commissioned. Invoicing will be on the basis of delivered goods or services, unless any new sites opening which can be treated as a “mini project”.
- 6.3 Separate phased payments may be agreed between the parties for larger projects through a formal Change Request Form to cover a specific project.
- 6.4 Value Added Tax (VAT) shall be displayed separate on any invoice and evidence of the Suppliers UK VAT payments may be requested.
- 6.5 Payment for all Goods and Services shall be made into a UK Banking account in UK GB Pound Sterling.

### **7 INVOICE SUBMISSION**

- 7.1 Suppliers invoices shall be submitted to the following address:  
[REDACTED]
- 7.2 All invoices are subject to a three-way matching process prior to payment being made to the Supplier. The Supplier shall ensure that there is no discrepancy between the invoice lines, quantity and price from the original purchase order. Failure to submit a compliant invoice will result in the payment going on hold.
- 7.3 All invoices submitted to the Authority must clearly state the word ‘invoice’ and contain the following information:
- i) a unique identification number (invoice number);
  - ii) the Supplier's name, address and contact information;
  - iii) the name and address of the department/agency in the Authority with which the Supplier is working;
  - iv) a clear description of the Services, works or Goods being invoiced for;
  - v) the date the Goods or service were provided;
  - vi) the date of the invoice;
  - vii) the amount being charged;
  - viii) VAT amount if applicable;
  - ix) the total amount owed;
  - x) the Purchase Order number; and
  - xi) the amount of the invoice in sterling or any other currency which is Approved.
- 7.4 All invoices submitted by email must meet the following criteria:
- i) email size must not exceed 4mb;

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- ii) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; and
- iii) any supporting information, backing data etc. must be contained within the invoice PDF file.

7.5 Unless Approved, invoices must:

- i) not contain any lines for items which are not on the Purchase Order; and
- ii) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity.

7.6 If required by the Buyer, the Supplier shall:

- i) register and comply with any reasonable eMarketplace solution adopted for invoicing and procurement catalogues by the Authority; and
- ii) submit a structured electronic invoice in an Electronic Data Interchange or XML formats.

### 8 PAYMENT TO SUBCONTRACTORS

8.1 Where the Supplier enters into a Sub-Contract with a third party or Sub-Contractor for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such a Sub-Contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

### 9 CREDIT NOTES AND INVOICE HOLDS

9.1 Where the Authority has been over invoiced or a price discrepancy has been made by the Supplier or Service Credits have been incurred a credit note will be required to be raised by the Supplier for the disputed sum to allow payment of the remaining balance. Credit notes will be required to be raised within 4 weeks. Please refer to Schedule 10 regarding detail on Service Credits.

9.2 Payments will be delayed where the Supplier invoice does not match the original purchase order. All invoices shall match the original purchase order price and format to prevent the invoice from going on hold.

### 10 PURCHASING ORDERING CATALOGUE

10.2 The Supplier must provide to the Buyer an electronic catalogue containing all BWVC hardware and accessories relevant to the Contract, to enable the Buyer to order additional items from the Supplier at the prices agreed within this Contract.

10.3 The catalogue must contain product descriptions, device ID's and product codes.

10.4 The Supplier will collaborate with the Buyer during Mobilisation to ensure that the catalogue is accessible to Buyer staff in the most effective way.

## Annex 1: Rates and Prices –

[REDACTED]

## Schedule 4 (Tender)

[REDACTED]

## Schedule 5 (Commercially Sensitive Information)

### 1. WHAT IS THE COMMERCIALLY SENSITIVE INFORMATION?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality

## Schedule 6 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Contract, within one (1) Month of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in Annex A of this Schedule.

## Annex A: List of Transparency Reports

Financial Report	When to be provided
Monthly Finance Report	Minimum Monthly reports – management information covering the following: <ul style="list-style-type: none"><li>• Invoice summary with breakdown of what it covers</li><li>• Any Delivery/Discrepancy issues. Actions and progress report</li><li>• Key risks report</li><li>• Detail of stock held for MoJ contract provision</li></ul>
Quarterly Finance Report	Within 5 days of the end of the previous month: <ul style="list-style-type: none"><li>• reconciliation report</li><li>• stock take reports - summary</li><li>• ad hoc change request reports</li><li>• Quarterly Dun &amp; Bradstreet report</li></ul> Within 5 days of the end of the previous Quarter.

## Schedule 7 (Staff Transfer)

There are no Staff Transfer or TUPE issues from old or new contract, so this Schedule is not needed.

## Schedule 8 (Implementation Plan and Testing) Part A - Implementation

### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Delay"	a. A delay in the Achievement of a Milestone by its Milestone Date; or b. A delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	An item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	A payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
Implementation Period"	Has the meaning given to it in Paragraph 7.1;

### 2. Agreeing and following the Implementation Plan

A draft Outline Implementation Plan is set out in Annex 1 to this Schedule. The Supplier shall submit an updated Outline Implementation Management Plan to the Authority for approval within 10 Working Days of the Effective Date.

2.1 The updated Outline Implementation Plan:

- 2.1.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.1.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

2.2 Following receipt of the updated outline Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.3 The Supplier shall provide each of the Deliverable Items identified in the Outline Implementation Plan by the date assigned to that Deliverable Item. The Supplier shall ensure that each Milestone identified in the Outline Implementation Plan is Achieved on or before its Milestone Date.

2.4 The Supplier shall monitor its performance against the Outline Implementation Plan and Milestones (if any) and report to the Buyer on such performance. During mobilisation (early adopter and full implementation) this is expected to be minimum weekly, then frequency to be agreed with MoJ.

### 3. Reviewing and changing the Implementation Plan

3.1 Subject to Paragraph 4.3, the Supplier shall keep the Outline Implementation Plan under review and ensure that it is updated on a regular basis.

3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Outline Implementation Plan.

3.3 Changes to any Milestones, Milestone reviews shall only be made in accordance with the Variation Procedure (see Schedule 21 for details).

3.4 Time in relation to compliance with the Outline Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default, subject to the Buyer meeting any agreed obligations.

### 4. Security requirements before the Operational Commencement Date

4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances (See Schedule 36) and ensure that all Supplier Staff have the necessary security clearance in place before the Start Date. The Supplier shall ensure that this is reflected in their Implementation Plan.

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- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements (See Schedule 36).
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access (See Schedule 36). Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 As all Buyer property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

### **5. What to do if there is a Delay**

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
  - 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
  - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
  - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
  - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

### **6. Compensation for a Delay**

- 6.1 If Delay Payments have been included in the outline Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the outline Implementation Plan and detailed in Schedule 10 (Service Levels Part A) and the following provisions shall apply:
  - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding schedule;
  - 6.1.2 Delay Payments/service credit shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a delivery schedule by its Due Date except where:
    - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When the Buyer can end this contract); or
    - (b) the delay exceeds the number of days (the "Delay Period Limit") specified in the Implementation Plan commencing on the relevant Due Date;
  - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Due Date until the date when the Delivery is Achieved;
  - 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
  - 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).
  - 6.1.6 The Supplier shall not receive reciprocal rights to claim Delay Payments in circumstances where the Buyer is at fault for delays to the achievement of Milestone dates.

### **7. Implementation Plan**

- 7.1 The Implementation Period is expected to be a [nine] 9 Month period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the operational commencement Date or as otherwise formally agreed with



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the Buyer. The Supplier's full-service obligations shall formally be assumed on the Start Date as set out in Award Form.

7.3 In accordance with the Implementation Plan, the Supplier shall:

7.3.1 allocate dedicated project resource with the appropriate skills to oversee the work and develop the outline implementation plan for the introduction of the solution.

7.3.2 the Buyer may reserve the right to request a Project Team member is removed should they breach the terms and conditions of the Contract including the requirements as detailed in the Specification, or if their behaviour is not conducive to successful delivery in the Buyer's reasonable opinion.

7.3.3 attend a Mobilisation Kick-Off Meeting to be held on HMPPS premises. Minutes and actions to be recorded by the Buyer.

7.3.4 The purpose of the kick-off meeting will be to:

- a. Review any documentation submitted at tender stage, that the Buyer has queries on.
- b. Agree key actions and timelines for mobilisation, as included in the outline Implementation plan
- c. Review the Supplier Solution and agree the most appropriate data transfer routes, resulting in joint production of an end-to-end High-Level Design.
- d. Discuss any restrictions or concerns that the Buyer has identified and that require the Supplier to act on during mobilisation phase.
- e. The Buyer to understand the access the Supplier would require to Buyer systems or personnel.
- f. Risks and issues to be reviewed by both Parties, with the Buyer responsible for producing and owning the risk register

7.3.5 Work cooperatively and in partnership with the Buyer and incumbent supplier, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services

7.3.6 Work with the Buyer and incumbent supplier to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;

7.3.7 Liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and

7.3.8 Produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.4 The Implementation Plan will include detail stating:

7.4.1 How the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and

7.4.2 A communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

7.5 In addition, the Supplier shall:

7.5.1 Appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;

7.5.2 Mobilise all the Services specified in the Specification within the Contract;

7.5.3 Produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:

- a. The format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
- b. The Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

7.5.4 Manage and report progress against the Implementation Plan;

7.5.5 Construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;

7.5.6 Attend progress meetings (frequency of such meetings shall be as set out in the Award Form) in accordance with the Buyer's requirements during the Implementation Period.

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Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and

- 7.5.7 Ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

### **8. Early Adopter Site Strategy**

8.1 Appendix C: Early Adopter Establishments confirms the 5 Establishments that Buyer has identified to act as Early Adopter Sites. The Early Adopter assessment is expected to run for a minimum time period of 4 weeks.

8.2 The Supplier Solution will be fully implemented to the Early Adopter sites, including connection to the MOJ network and integration with MOJ Digital & Technology Service Desk.

8.3 The purpose of this process is to evaluate how the service is operating, identify and implement any opportunities for improvements and to identify and issues or concerns which are likely to occur at other Establishments during the full implementation.

8.4 The Supplier will submit an Early Adopter site strategy for the Buyer review, which will contain, as a minimum:

- a. Access requirements
- b. Training requirements as documented in the Training Plan
- c. Proposed plan for the monitoring and resolution of issues and defects
- d. Categorisation of issues/defects
- e. Communication channels and escalation points during the Early Adopter phase.
- f. End phase readiness reporting and lessons learned.

8.5 Upon review of the documentation submitted by the Supplier, the Buyer will confirm if any amendments are required.

8.6 Once the Buyer confirms acceptance of all documentation, written confirmation will be provided to the Supplier that they may proceed to the Early Adopter phase. A go-live date will be mutually agreed.

8.7 Early Adopter phase responsibilities

8.7.1 Responsibilities for implementation of the service at the Early Adopter Sites will be split between the Buyer and the Supplier.

8.7.2 The Buyer responsibilities will include:

- a. Ensure sufficient power points and network cabling.
- b. Identify a suitable area for the bwvc hardware to be situated.
- c. Connection of the bwvc hardware to the moj network.
- d. Training and engagement with buyer user groups that are outside of the supplier's training scope
- e. Facilitating supplier site access
- f. ensuring supplier onboarding to moj digital & technology service desk, in collaboration with the supplier.

8.7.3 The Supplier's responsibilities will include:

- a. ensuring the BWVC Hardware is delivered to Sites on the mutually agreed date.
- b. provision of a set-up check list to ensure the Hardware is installed correctly.

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- c. provision of user guides and associated documentation related to the BWVC Hardware.
  - d. providing a suitably skilled engineer to attend each Establishment on the day the Solution is Implemented
  - e. provision and configuration of a cloud hosting storage solution for Buyer Data
  - f. Training of appropriate Buyer User Groups
  - g. providing contact details to provide support for the Buyer during the Early Adopter phase.
  - h. completing onboarding to MOJ Digital & Technology Service Desk, in collaboration with the Buyer.
- 8.8 Any issues identified during the trial phase which result in a requirement to make changes to hardware, software or network connectivity must be agreed with the Buyer.
- 8.9 The Supplier will submit a Readiness report which will include as a minimum, details of every issue identified during the Early Adopter phase and how each one has been resolved, confirmation of Hardware delivery dates to all remaining Establishments for the Buyer's review to confirm readiness to proceed to Implementation.

### Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

[REDACTED]

### Part B - Testing

#### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule [1] (Definitions):

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

#### 2. Implementation Testing

2.1 Testing during Implementation will take the form of initial set up testing on the day of Implementation of the Service at the Early Adopter Establishments and ongoing assessment of how the BWVC service is operating throughout the 4-week period.

2.2 The Supplier will work cooperatively with the Buyer to define the scope of the set-up testing and the Test Success Criteria during the Mobilisation Kick off meeting (as per 7.3.3)

2.3 Following the initial Implementation of the BWVC service to the (currently) 106 public prisons in England & Wales, the Supplier will be responsible for Testing any changes to Hardware items and any planned Software releases or updates.

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2.4 The following Terms apply to all testing, post the initial Service Implementation.

### **3. How testing should work**

- 3.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 3.2 The Supplier shall not submit any Deliverable for Testing:
  - 3.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
  - 3.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
  - 3.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 3.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 3.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

### **4. Planning for testing**

- 4.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 4.2 The final Test Strategy shall include:
  - 4.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
  - 4.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
  - 4.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
  - 4.2.4 the procedure to be followed to sign off each Test;
  - 4.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
  - 4.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
  - 4.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
  - 4.2.8 the technical environments required to support the Tests; and
  - 4.2.9 the procedure for managing the configuration of the Test environments.

### **5. Preparing for Testing**

- 5.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 5.2 Each Test Plan shall include as a minimum:
  - 5.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
  - 5.2.2 a detailed procedure for the Tests to be carried out.
- 5.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

### **6. Passing Testing**

- 6.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

### **7. How Deliverables will be tested**

- 7.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

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7.2 Each Test Specification shall include as a minimum:

- 7.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
- 7.2.2 a plan to make the resources available for Testing;
- 7.2.3 Test scripts;
- 7.2.4 Test pre-requisites and the mechanism for measuring them; and
- 7.2.5 expected Test results, including:
  - (a) a mechanism to be used to capture and record Test results; and
  - (b) a method to process the Test results to establish their content.

### **8. Performing the tests**

- 8.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 8.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 8.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 8.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 8.5 The Supplier shall provide to the Buyer in relation to each Test:
  - 8.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
  - 8.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 8.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
  - 8.6.1 an overview of the Testing conducted;
  - 8.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
  - 8.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - 8.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
  - 8.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 8.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 8.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 8.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

### **9. Discovering Problems**

- 9.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 9.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 9.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

### **10. Test witnessing**

- 10.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 10.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 10.3 The Test Witnesses:
  - 10.3.1 shall actively review the Test documentation;
  - 10.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - 10.3.3 shall not be involved in the execution of any Test;
  - 10.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
  - 10.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
  - 10.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 10.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

### **11. Auditing the quality of the test**

- 11.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "Testing Quality Audit") subject to the provisions set out in the agreed Quality Plan.
- 11.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 11.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 11.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 11.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 11.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

### **12. Outcome of the testing**

- 12.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
  - 12.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
  - 12.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
  - 12.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 12.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 12.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
  - 12.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

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12.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.

12.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

12.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.

12.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.

12.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

12.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

12.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

12.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

### **13. Risk**

13.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

13.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

13.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

## **Annex 1: Test Issues – Severity Levels**

### **1. Severity 1 Error**

1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

### **2. Severity 2 Error**

2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:

2.1.1 causes a Component to become unusable;

2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or

2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

### **3. Severity 3 Error**

3.1 This is an error which:

3.1.1 causes a Component to become unusable;

3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

### **4. Severity 4 Error**

4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.



### **5. Severity 5 Error**

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

#### **Annex 2: Satisfaction Certificate**

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

#### ***Satisfaction Certificate***

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("Contract") [insert Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [insert Buyer name] ("Buyer") and [insert Supplier name] ("Supplier") dated [insert Start Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in the Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name] [insert Position] acting on behalf

of [insert name of Buyer]

## **Schedule 9 (Installation Works)**

### **1. When this Schedule should be used**

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.
- 1.2. This only applies to “Early Adopter” sites, as laid out in Schedule 8.
- 1.3. For remaining sites we will expect the supplier to have trained HMPPS staff to manage any onsite install activities.

### **2. How things must be installed**

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
  - 2.1.1. accept the Installation Works, or
  - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer’s reasonable opinion, the Installation Works do not meet the requirements set out in the Award Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer’s reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Award Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1.1 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Award Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.

Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

## Schedule 10 (Service Levels) V3.0

### 1 Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Critical service level failure"	Does not apply to this contract
"Service Credits"	Any service credits specified in the annex to part A of this schedule being payable by the supplier to the buyer in respect of any failure by the supplier to meet one or more service levels;
"Service Credit Cap"	Has the meaning given to it in the award form;
"Service Level Failure"	Means a failure to meet the service level performance measure in respect of a service level;
"Service Level Performance Measure"	Shall be as set out against the relevant service level in the annex to part a of this schedule; and
"Service Level Threshold"	Shall be as set out against the relevant service level in the annex to part a of this schedule.

### 2 What happens if you don't meet the Service Levels

1.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

1.2 **The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.**

1.3 **The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.**

1.4 **A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:**

1.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

1.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold;
- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

1.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (Buyer Termination Rights).

1.5 **Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:**

1.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

1.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

1.5.3 there is no change to the Service Credit Cap.

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### **2. Critical Service Level Failure**

Does not apply to this contract.

## **Part A: Service Levels and Service Credits**

### **1. Service Levels**

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan (see Schedule 25) Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

### **2. Service Credits**

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.
- 2.3 Service Credit cap is 10% of annual forecasted spend/cost (5% in year 1 due to increased weighting of hardware cost) calculated from the Schedule 3 pricing template, measured and applied monthly.

## **Annex A to Part A: Initial roll out Year 1 Services Levels and Service Credits Table**

[REDACTED]

## **Annex B to Part A: Ongoing Service year 2 onwards Services Levels and Service Credits Table**

[REDACTED]

### **3. SERVICE LEVEL DESCRIPTION**

#### **3.1 System Availability**

System Availability means the time that the BWVC Operational Service is fully operational and available to be used by HMPPS personnel as intended.

#### **3.2 Incident Response**

The time taken by the Supplier to acknowledge and accept/reject (as not an issue within the Supplier's control) the incident allocated to them via Service Desk tooling and inform the Buyer Establishment of the action they propose to take. This will be measured (within the supplier's service desk operational hours) from the point that MOJ Digital & Technology Service Desk allocate a ServiceNow ticket to the Supplier.

#### **3.3 Incident resolution**

The time taken by the Supplier to resolve an incident allocated to them via Service Desk tooling. This will be measured (within the supplier's service desk operational hours) from the point that MOJ Digital & Technology Service Desk allocate a ServiceNow ticket to the Supplier.

MOJ Digital and Technology Service Desk Severity Level descriptions are drafted below, these will be clarified with the Supplier during the Mobilisation phase.

[REDACTED]

### **4. BAU ORDER FULFILMENT**

All catalogue items must be delivered to the purchasing Establishment within the number of Business days appropriate to the order (see above table), except where the Buyer has agreed in advance to an alternative delivery period.

Any bulk orders of over 100 items will be agreed between the Supplier and the Buyer at the time of order.

### **5. SERVICE LEVELS CALCULATIONS (WHERE SERVICE CREDITS ARE APPLICABLE)**

[REDACTED].

## Part B: Performance Monitoring

### 1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 1.2.3 Critical Service Level Failures – not applicable to this contract.
  - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; (a "Repeat Failure" is a failure of Service, Hardware or Software KPI's provided that has occurred 2 or more times within the service period.)
  - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Quarterly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
  - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Quarters Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

### 2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

## Schedule 11 (Continuous Improvement)

### 1. Supplier's Obligations

1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

1.3.1 identifying the emergence of relevant new and evolving technologies;

1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

1.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

1.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within six (6) Months following the Start Date.

1.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer.

1.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5:

1.8.1 The Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

1.8.2 The Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

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1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.

1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

1.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

1.12 At any time during the Contract Period of the Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable, then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.



## Schedule 12 (Benchmarking)

### 1. Definitions

1.1 In this Schedule, the following expressions shall have the following meanings:

<b>"Benchmark Review"</b>	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
<b>"Benchmarked Deliverables"</b>	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
<b>"Comparable Rates"</b>	the Charges for Comparable Deliverables;
<b>"Comparable Deliverables"</b>	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
<b>"Comparison Group"</b>	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
<b>"Equivalent Data"</b>	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
<b>"Good Value"</b>	that the Benchmarked Rates are within the Upper Quartile; and
<b>"Upper Quartile"</b>	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

### 2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets out to ensure the Contract represents value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

### 3. Benchmarking

#### 3.1 How benchmarking works

- 3.1.1 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.2 The Buyer shall not be entitled to request a Benchmark Review during the first twelve (12) Month period from the Start Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

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- 3.1.4 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.5 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected, then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review, then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.6 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

### 3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
  - (a) A proposed cost and timetable for the benchmark review;
  - (b) A description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
  - (c) A description of how the benchmarker will scope and identify the comparison group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
  - (a) Finalise the comparison group and collect data relating to comparable rates. The selection of the comparable rates (both in terms of number and identity) shall be a matter for the supplier's professional judgment using:
    - (i) market intelligence;
    - (ii) the benchmarker's own data and experience;
    - (iii) relevant published information; and
    - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
  - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
  - (c) using the Equivalent Data, calculate the Upper Quartile;
  - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

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- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
  - (b) exchange rates;
  - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

### 3.3 **Benchmarking Report**

- 3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
  - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
  - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

## Schedule 13 (Contract Management)

### 1. Definitions

**1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):**

<b>"Operational Board"</b>	the board established in accordance with paragraph 4.1 of this Schedule;
<b>"Project Manager"</b>	the manager appointed in accordance with paragraph 2.1 of this Schedule;

### 2. Project Management

**2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day throughout the transition / mobilisation period.**

**2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.**

**2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.**

### 3. Role of the Supplier Project Manager

**3.1 The Supplier Project Manager shall be:**

- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
- 3.1.3 able to cancel any delegation and recommence the position himself; and
- 3.1.4 replaced only after the Buyer has received notification of the proposed change.

**3.2 The Buyer may provide revised instructions to the Supplier's Project Manager in regards to the Contract and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.**

**3.3 Receipt of communication from the Supplier Project Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.**

### 4. Role of The Operational Board

**4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.**

**4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex A to the Schedule.**

**4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.**

**4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate**

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*attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.*

4.5 *The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.*

### 5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 5.2.1 The identification and management of risks;
  - 5.2.2 The identification and management of issues; and
  - 5.2.3 Monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Contract which the Buyer and the Supplier have identified.

### 6. Reporting

#### Monthly reporting requirements

Reporting to be provided Monthly and delivered no later than 5 business days after month end.

In addition, no later than 5 Business Days prior to each quarterly Operational Contract Board, the Supplier must provide the Buyer in electronic format, reports broken down by month, which are editable by the Buyer which must include:

- Actual performance against each Service Level, over the appropriate reporting period.
- An up to date Asset Management Register containing at least the following fields:
  - a) PO reference
  - b) Buyers Premises location
  - c) Date delivered
  - d) Serial numbers
  - e) Device description
  - f) Warranty start / end date
- Trending analysis of broken devices, device types, type of fault (hard drive, screen etc.).
- All orders fulfilled by the Contractor, the associated PO numbers, Device type and turnaround times.
- Outstanding (incomplete) orders
- Professional and Technical Services: Breakdown of costs and Orders raised (if any).
- Any training needs identified by the Contractor
- All upcoming Tech refreshes/updates

## Schedule 14 (Business Continuity and Disaster Recovery)

### 1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"BCDR Plan"	Has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	Has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Deliverables"	The Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	Has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Disaster Recovery System"	The system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	Any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	Has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	Has the meaning given to it in Paragraph 6.3 of this Schedule;

### 2. BCDR Plan

- 2.1 At a maximum 14 Days from the contract Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 Ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.1.2 The recovery of the Deliverables in the event of a Disaster
- 2.2 The BCDR Plan shall be divided into three sections:
- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
- 2.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
- 2.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

### 3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 Set out how the business continuity and disaster recovery elements of the BCDR plan link to each other;
- 3.1.2 Provide details of how the invocation of any element of the BCDR plan may impact upon the provision of the deliverables and any goods and/or services provided to the buyer by a related supplier;
- 3.1.3 Contain an obligation upon the supplier to liaise with the buyer and any related suppliers with respect to business continuity and disaster recovery;

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- 3.1.4 Detail how the BCDR plan interoperates with any overarching disaster recovery or business continuity plan of the buyer and any of its other related supplier in each case as notified to the supplier by the buyer from time to time;
- 3.1.5 Contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 Contain a risk analysis, including:
  - (a) Failure or disruption scenarios and assessments of likely frequency of occurrence;
  - (b) Identification of any single points of failure within the provision of deliverables and processes for managing those risks;
  - (c) Identification of risks arising from the interaction of the provision of deliverables with the goods and/or services provided by a related supplier; and
  - (d) A business impact analysis of different anticipated failures or disruptions;
- 3.1.7 Provide for documentation of processes, including business processes, and procedures;
- 3.1.8 Set out key contact details for the supplier (and any subcontractors) and for the buyer;
- 3.1.9 Identify the procedures for reverting to "normal service";
- 3.1.10 Set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 Identify the responsibilities (if any) that the buyer has agreed it will assume in the event of the invocation of the BCDR plan; and
- 3.1.12 Provide for the provision of technical assistance to key contacts at the buyer as required by the buyer to inform decisions in support of the buyer's business continuity plans.
- 3.2 The BCDR plan shall be designed so as to ensure that:
  - 3.2.1 The deliverables are provided in accordance with this contract at all times during and after the invocation of the BCDR plan;
  - 3.2.2 The adverse impact of any disaster is minimised as far as reasonably possible;
  - 3.2.3 It complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 It details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Key Performance Indicators (KPI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.
- 4. Business Continuity (Section 2)**
  - 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
    - 4.1.1 The alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of deliverables; and
    - 4.1.2 The steps to be taken by the supplier upon resumption of the provision of deliverables in order to address the effect of the failure or disruption.
  - 4.2 The business continuity plan shall:
    - 4.2.1 Address the various possible levels of failures of or disruptions to the provision of deliverables;
    - 4.2.2 Set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the deliverables;
    - 4.2.3 Specify any applicable performance indicators with respect to the provision of the business continuity services and details of any agreed relaxation to the key performance indicators (kpi's) or service levels in respect of the provision of other deliverables during any period of invocation of the business continuity plan; and

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4.2.4 Set out the circumstances in which the business continuity plan is invoked.

### 5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 5.2.1 Loss of access to the buyer premises;
  - 5.2.2 Loss of utilities to the buyer premises;
  - 5.2.3 Loss of the supplier's helpdesk or CAFM system;
  - 5.2.4 Loss of a subcontractor;
  - 5.2.5 Emergency notification and escalation process;
  - 5.2.6 Contact lists;
  - 5.2.7 Staff training and awareness;
  - 5.2.8 BCDR plan testing;
  - 5.2.9 Post implementation review process;
  - 5.2.10 Any applicable key performance indicators (pi's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the performance indicators (pi's) or service levels in respect of the provision of other deliverables during any period of invocation of the disaster recovery plan;
  - 5.2.11 Details of how the supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the disaster recovery plan is invoked;
  - 5.2.12 Access controls to any disaster recovery sites used by the supplier in relation to its obligations pursuant to this schedule; and
  - 5.2.13 Testing and management arrangements.

### 6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
  - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
  - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree



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Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

### 7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 Regularly and in any event not less than once in every contract year;
  - 7.1.2 In the event of any major reconfiguration of the deliverables
  - 7.1.3 At any time where the buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 The outcome of the test;
  - 7.5.2 Any failures in the BCDR plan (including the BCDR plan's procedures) revealed by the test; and
  - 7.5.3 The supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

### 8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

### 9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

## Annex: Operational Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

**Project Board** – Weekly meetings during initial roll out at the early adopter sites, then move to bi-weekly once full roll out commences. This will then move to the quarterly Operational Contract Board until such a time the contract has been fully mobilised and key milestones achieved.

Role of the Project Board:

## HMPPS Body Worn Video Cameras – Part 1

- a) Existing project governance arrangements, headed by the Project Board, will remain in place throughout Transition. The Project Board will be the main steering, decision making and approval forum and shall manage Transition, working with Key Personnel and Staff to deliver the Agreement in line with the Service Description. At the Effective Date the Supplier shall be invited to join the Project Board for Transition.
- b) The Supplier's performance against the Agreed Transition Management Plan shall be monitored at meetings of the Project Board.
- c) In preparation for such meetings the Supplier shall provide to the Buyer not less than 24 hours in advance of each meeting of the Project Board:
  - i. Proposed revisions to the Agreed Transition Management Plan;
  - ii. High-Light report
- d) The Project Board will meet bi-weekly / weekly during Transition or at such a frequency as the Parties may agree. The Project Board meetings will be held in the Virtually via Teams, at the Buyer's Premises, or at such a place as the Parties may agree.
- e) Governance responsibility for Operational Service will fall to the Operational Contract Board,

### **Operational Contract Board** – Quarterly Contract Review meeting.

Location - Meetings in the first instance will be conducted virtually using Microsoft Teams or similar technology. When required periodically at HMPPS Leeds office or mutually agreed alternative. In preparation for such meetings the Supplier shall provide to the Buyer not less than 5 working days in advance of each meeting reporting in line with Schedule 10.

The Operational Contract Board shall, meeting quarterly:

- a) Ensure the contractual commitments and obligations of the Supplier to the Buyer are being delivered
- b) Review the Supplier's performance, including by reference to Schedule 10 (Service Levels)
- c) Review and agree any Service Credits due
- d) Review opportunities to improve the Service to make it more efficient and effective, resilient and reliable.
- e) Monitor any key risks and/or issues in relation to the Services.
- f) Review and attempt to resolve any issue the Buyer may have in relation to the Services.
- g) Assess the impact and approve or reject all Change Requests specifically whether the proposed Change:
  - i. Has an impact on other areas or aspects of this Agreement and/or other documentation relating to the Services;
  - ii. Has an impact on the ability of the Buyer to meet its agreed business needs within agreed timescales;
  - iii. Will raise any risks or issues relating to the proposed Change; and
  - iv. Will provide value for money in consideration of any changes to the Financial Model, future Charges and/or Performance Indicators and Target Performance Levels;

Provide oversight of the technology set out in Schedule 2 (Specification) and ensuring that technological choices are made to maximise the long-term value of the Supplier Solution as a business asset of the Buyer. Any new requirements or proposed changes will feed into the Technical Board as required.

**Technical Board** – meet for special purposes subject to need to review product specifications or any new technical changes or requirements. It is anticipated that subject matter experts from both the Buyer and Supplier shall be in attendance to review, approve and implement changes.

## **Schedule 15 (Minimum Standards of Reliability)**

This Schedule does not apply, so not used.