

MINISTRY OF JUSTICE
ELECTRONIC MONITORING NETWORK SERVICES – LOT 2
SCHEDULES 1 - 30

SCHEDULE 1
INTERPRETATION AND DEFINITIONS

Schedule 1

INTERPRETATION AND DEFINITIONS

1. Rules of Interpretation

In this Contract, except where the context otherwise requires:

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

2. Definitions

In this Contract, unless the context otherwise requires:

Term	Lot 2 Export
"1-2 ICD"	means the ICD defining the interface between the EM&FS Service and the EM Monitoring and Mapping Service;

"1-3 ICD"	means the ICD defining the interface between the EM&FS Service and the EM Hardware Service;
"2-3 ICD"	means the ICD defining the interface between the EM Monitoring and Mapping Service and the EM Hardware Service;
"2-4 ICD"	means the ICD defining the interface between the EM Monitoring and Mapping Service and the EM Network Service;
"3-4 ICD"	means the ICD defining the interface between the EM Hardware Service and the EM Network Service;
"2G"	means second generation wireless technology; which for the avoidance of doubt excludes circuit switched data "CSD" functionality;
"3G"	means third generation wireless technology;
"Acceptance"	means the determination by the Authority in accordance with the Acceptance Procedure set out in Paragraph 3 of Schedule 24 that a Deliverable and/or a Milestone meets the applicable Acceptance Criteria and the words "Accept" and "Accepted" shall be construed accordingly;
"Acceptance Certificate"	means a certificate in the form set out in Appendix 3 to Schedule 24 (Acceptance Procedure) drafted and issued by the Authority to the Contractor confirming that a Documentary Deliverable or any other Deliverable or Milestone subject to Acceptance under Schedule 24 (Acceptance Procedure), has achieved its Acceptance Criteria;
"Acceptance Criteria"	means the criteria identified in the corresponding Product Description (or otherwise agreed in writing between the Parties) for each particular Documentary Deliverable, Deliverable or Milestone;
"Acceptance Date"	means the date that the Authority notifies the Contractor that a Deliverable or a Milestone has been Accepted by issuing an Acceptance Certificate;
"Acceptance Plan"	means a document of that name provided by the Contractor and agreed by the Authority pursuant to Schedule 24 (Acceptance Procedure);
"Acceptance Procedure"	means the process set out in Schedule 24 (Acceptance Procedure) and supporting operating procedures;
"Accessibility"	means the degree to which a product or system can be used by people with the widest range of characteristics and capabilities to achieve a specified goal in a specified context of use, as defined by ISO/IEC 25010:2011;
"Accessibility Standards"	means standards that are designed to remove barriers that prevent access to websites by people with disabilities as defined by World Wide Web Consortium (W3C) WAI WCAG 2.0;
"Access Point Name"	means a set of rules which the Contractor provisions within its Mobile Network determining how the Authority's mobile data traffic should be handled. The APN will be the Customer's name (or agreed abbreviation) usually followed by .co.uk, .gov.uk etc;
"Accounting Items"	means discrete items of information that are recorded as part of the accounting process, as defined by GPG13;

"Accounting Reference Period"	means the 12 Month period that constitutes the relevant entity's financial year;
"Accreditation"	means the formal assessment of an information system against its Information Assurance requirements, resulting in the acceptance of residual risks in the context of the business requirement;
"Accreditation Plan"	means a plan comprising a timeline showing how the solution will achieve Accreditation;
"Accreditor"	means a person appointed by the Authority to act as an impartial assessor of the risks that an information system may be exposed to in the course of meeting the business requirement and to formally accredit that system;
"Active Data Centre"	means whichever data centre is designated as delivering live services at a given point in time, as either the Primary Data Centre or, following Disaster Recovery, the Secondary Data Centre;
"Accumulated Time Violation"	means the process that allows a Subject a number of incremental absences to accumulate, to a pre-defined threshold, which would then be deemed a violation, before taking any action against the Subject;
"Actual Costs"	means the actual costs incurred as specified in the Contractor's Open Book Report;
"Actual Gain"	means the Actual Revenue minus the Actual Costs realised by the Contractor;
"Actual Payroll Costs"	means the costs calculated on the same basis as Estimated Payroll Costs but using information regarding the Previous Contractor Transferring Employees who actually transfer and the actual number of vacancies;
"Actual Redundancy Costs"	means the costs calculated on the same basis as Estimated Redundancy Costs but using information regarding the Previous Contractor Transferring Employees who actually transfer and are subsequently made redundant by the Contractor. Such costs will include all costs referred to in Schedule 6;
"Actual Revenue"	means all actual revenue shown in the "Open Book Report" as is current at the time that any calculation pursuant to Schedule 6 (Price and Payment Mechanism) is carried out;
"Actual Test Results"	means the test results that are achieved for each Test Case;
"Additional Profit Percentage"	means the difference between Percentage Management Fee and the Actual Profit Percentage pursuant to Schedule 6 (Price and Payment);
"AddressBase ®"	AddressBase® is an Ordnance Survey addressing product that can assist with address related data work, from determining the functional use of a property to placing address information in a geographic context (i.e.: on a map);
"Adjudicator"	means an adjudicator appointed pursuant to Schedule 23 (Disputes Resolution);
"Adjudicator's Determination"	means a determination by an Adjudicator pursuant to Schedule 23 (Disputes Resolution);
"Advanced Privilege"	means a high level of Privilege;

"Aerial Imagery"	means photographs of the ground from an elevated position. Platforms for aerial photography include fixed-wing aircraft, helicopters, multi-rotor Unmanned Aircraft Systems (UAS), balloons, blimps and dirigibles, rockets, kites, parachutes, stand-alone telescoping and vehicle mounted poles;
"Aerial Photography"	has the same meaning as Aerial Imagery;
"Affected Party"	has the meaning given to it in the definition of Force Majeure Event;
"Affiliate"	means in relation to any person, any Holding Company or Subsidiary of that person or any Subsidiary of such Holding Company in all cases whether direct or indirect;
"Agency"	<p>means:</p> <p>(a) any one of: the Ministry of Justice, the National Offender Management Service, HM Prison Service (HMPS), Police Authorities & Services, Her Majesty's Courts and Tribunals Service (HMCTS), Magistrates' Courts Committees, UK Border Agency, HM Coroners, National Probation Service or other public body responsible for bringing Breach Proceedings, Youth Justice Board (including Youth Offending Teams), Home Office, Department for Work and Pensions, Department for Health, and any other contracting authorities;</p> <p>(b) such other persons as are notified by the Authority to the Contractor from time to time in writing; and</p> <p>any contractor appointed by any person or authority mentioned in limb (a) or (b) above;</p>
"AGSI"	means Airbus GetGeo Service Interface;
"Alert"	<p>means an alert received in the Monitoring Centre regarding an Event (including a Non-Compliance Event);</p> <p>Note - In relation to the handling of Alerts, the following terms have the following meanings:</p> <ul style="list-style-type: none"> - "log" means to make an entry in a log of the condition having occurred; - "record" and "store" mean to place the associated data in the designated storage location; - "retain" means to keep the associated data in storage until either expiry in line with the Data Retention Policy or an instruction to delete the data is received from the Authority; and - "process" means to parse, analyse and act upon the contents of the associated data.
"Allowed Caller List"	means the list managed by the EM Network Contractor REDACTED
"Allowed Caller List 2"	means the list managed by the EM Hardware Contractor to provide REDACTED telephone numbers that are permitted to operate with HMUs;
"Allowed Caller List Solution"	means the solution provided by the EM Network Contractor for managing and applying the Allowed Caller List;

"Anonymised Live Data"	means data derived from Live Data that has been anonymised through one or more approved routines, such that the data cannot be reverse-engineered to recreate the original Live Data, such that POLE (people, objects, locations and entities) relationships have been eliminated, thereby ensuring the identity of an individual cannot be determined;
"APIs"	means the application programming interfaces used in connection with the provision of the EM Services;
"APN"	has the same meaning as Access Point Name;
"APN1 Datalinks"	means the Datalinks labelled as 'APN1' provided by the EM Network Contractor and connected into the Primary Data Centre;
"APN2 Datalinks"	means the Datalinks labelled as 'APN2' provided by the EM Network Contractor and connected into the Secondary Data Centre;
"APN Service"	means the private APN service forming part of the Private Mobile Datalink Service;
"APP"	has the same meaning as Additional Profit Percentage;
"Application"	means a system for collecting, saving, processing, and presenting data by means of a computer;
"Approval"	means the prior written consent of the Authority's Representative;
"Approved Premises"	means premises approved under section 13 of the Offender Management Act 2007;
"Asset"	means all Hardware, Software, Contracts, Leases, Licences, Documentation and other information used in the provision of the EM Services;
"Asset Database"	means the Information Asset Database and the Equipment Asset Database;
"Asset Register"	means the register to be maintained by the Contractor of all Assets for which it is responsible, as set out in Schedule 3 (Asset Register);
"Assigned Contractor's Staff"	means those Contractor's Staff (and, where applicable, staff of the Employing Sub-Contractor) who are employed, assigned or engaged in providing the EM Services (or relevant part thereof) under this Contract;
"ATV"	has the same meaning as Accumulated Time Violation;
"Authenticity"	means the degree to which the identity of a Subject or resource can be proved to be the one claimed;
"Authority"	has the meaning given in the Recitals of this Contract;
"Authority's IT Security Officer"	means the Authority's nominated representative with this title;
"Authority Audit Agents"	means such parties as may carry out audits on behalf of the Authority;

"Authority Background IPR"	means all Intellectual Property Rights, other than the Project Specific IPR, owned by the Authority or its Third-Party licensors (which the Authority is entitled to sub-license on the terms of the Contract) either on, before or after the Commencement Date and which are required to be used by the Contractor or its Sub-Contractors for the purposes of providing the Services, including Intellectual Property Rights in or to the Authority Data and the Authority Software;
"Authority Data"	<p>means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:</p> <p>(i) are supplied to the Contractor by or on behalf of the Authority or any Related Organisation; or</p> <p>(ii) the Contractor is required to generate, process, store or transmit (which shall be deemed to include any data relating to any Subject and any Event Data relating to a Subject),</p> <p>pursuant to the Contract;</p>
"Authority Default"	means a failure by the Authority to make payment of the undisputed amounts that are due and payable by the Authority under this Contract where such amounts exceed the aggregate of the Contract Price payable by the Authority in respect of the previous two (2) Months, within thirty (30) Days after service of a formal written demand by the Contractor, where each such amount fell due and payable two (2) (or more) Months prior to the date of service of the written demand;
"Authority Equipment"	means any equipment owned by the Authority or a Related Organisation (including Subject Devices) which is made available to the Contractor for use by the Contractor in the provision of the Services;
"Authority IPR"	<p>means:</p> <p>(a) all Intellectual Property Rights, other than the Project Specific IPR, owned by the Authority or its Third-Party licensors (which the Authority is entitled to sub-license on the terms of the Contract) prior to the execution of this Contract and all developments and improvements of such Intellectual Property Rights and which are required to be Used by the Contractor or its sub-contractors for the purposes of providing the Services, including Intellectual Property Rights in or to the Authority Data and the Authority Software;</p> <p>(b) all Intellectual Property Rights created by or on behalf of the Authority or the Related Organisations pursuant to or independently of this Contract and/or the Collaboration Agreement; and/or</p> <p>(c) all Intellectual Property Rights in the Configuration Logs;</p>
"Authority Number Block"	means a block of contiguous REDACTED numbers allocated by the EM Network Contractor for exclusive use by the Authority;
"Authority Policies"	means those policies of the Authority referred to in Schedule 15 (Authority Policies), as updated from time to time in accordance with this Contract;

"Authority Premises"	means land or buildings owned or occupied by, or operated on behalf of, the Authority, a Related Organisation or Agency where the Services are performed;
"Authority Related Party"	means an officer, agent, contractor, employee or sub-contractor (of any tier) of the Authority acting in the course of his or her office or employment or appointment (as appropriate) but excluding in each case the Contractor and any Contractor Related Party;
"Authority Software"	means the software which is owned by or licensed to the Authority or a Related Organisation but excluding the Contractor Software;
"Authority's Referral"	means a referral by the Authority in connection with a Dispute as set out in paragraph 5.2 of Schedule 23 (Dispute Resolution);
"Authority's Representative"	means the representative appointed by the Authority to act on its behalf;
"Authority's Requirements"	means the requirements of the Authority in respect of the EM Services set out in the Service Requirements;
"Authority Test"	means a Test for which the Authority is responsible, as set out in the EM Programme Test Strategy or associated Test Strategy as applicable;
"Availability"	means the property of being accessible and usable upon demand by an authorised entity;
"Available"	has the meaning ascribed by "Availability";
"Baseline Control Set"	means a single set of protective controls that should be considered as the HMG baseline to manage information risk;
"Baseline Exit Plan"	means a baseline version of an exit plan relating to the Contractor's exit from the EM Services;
"Baseline Financial Model"	means the Financial Model delivered to the Authority immediately after execution of the Contract;
"Battlebox"	means the bare minimum that a person needs to pick up to handle a BCDR Event when it occurs - it needs to be concise for use but complete;
"BC"	has the same meaning as "Business Continuity";
"BCDR Event"	means the occurrence of an event affecting a Critical Service, as specified in the BCDR Plan, which will require invocation of the BCDR Plan;
"BCDR Plan"	means the Documentary Deliverable of that name provided by the Contractor which details the processes and procedures to be followed and actions to be undertaken in order to ensure Business Continuity;
"BIA"	has the same meaning as Business Impact Analysis;
"BIM"	has the same meaning as Building Information Model;
"Bi-directional Trace Link"	means a trace link that can be used in both a Primary Trace Link Direction and a Reverse Trace Link Direction, as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;

"Border Agency"	means UK Visas & Immigration, part of the Home Office, as may vary from time to time – see https://www.gov.uk/government/organisations/uk-visas-and-immigration ;
"BPSS"	means HMG Baseline Personnel Security Standard as defined in the HMG SPF;
"Breach of Security"	means, in accordance with the security requirements in the Service Requirements and the Security Policy, the occurrence of: a) any unauthorised access to or use of the EM Services, the Authority Premises, the Contractor's Premises, the Contractor system and/or any ICT, information or data (including the Confidential Information and the Authority Data) used by the Authority and/or the Contractor in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Contractor in connection with this Contract;
"Breach Proceedings"	means the action taken to consider and where appropriate, to cause an information to be laid before a justice of the peace in respect of a Subject's alleged failure to comply with the terms of their Order;
"Building Information Model"	means a digital representation of physical and functional characteristics of a facility or building;
"Business Continuity"	means the process of ensuring the continuity of the EM Services following the occurrence of a BCDR Event by following the procedures and performing the actions set out in the BCDR Plan;
"Business Day"	means a Day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;
"Business Hours"	means 8am to 6pm, on a Business Day;
"Business Impact Analysis"	means the process of analysing activities and the effect that a business disruption might have upon them, as defined by ISO/IEC 22301:2012;
"Business Impact Level"	means HMG's standard method of assessing the impact of possible compromises to the Confidentiality, Integrity or Availability of information throughout the public sector and Critical National Infrastructure, as mandated by the Security Policy Framework, defined in HMG IA Standard No. 1 & 2;
"Business Logic"	means the processes, procedures and associated parameters agreed between the EM Monitoring and Mapping Contractor, the Authority and the EM&FS Contractor in support of the Authority's Requirements;
"Business Processes"	means the processes defined by the Authority in respect of EM to which the EM Contractors must adhere;
"Business Transaction Level"	means a message exchange that occurs above the OSI transport protocol layer and that has meaning from an EM business perspective;
"Cabinet Office Open Standard Consultation"	see http://standards.data.gov.uk/ ;

"Cabinet Office Open Standard Principles"	see http://standards.data.gov.uk/ ;
"Cabinet Office Open Standards Principles"	means the HMG Open Standards principles available at http://www.gov.uk/government/publications/open-standards-principles ;
"Cabinet Office Standards Hub"	see http://standards.data.gov.uk/
"Capacity Planning"	means activities to identify the resources required to meet CDIs now and in the future;
"Capital Expenditure"	means any expenditure which falls to be treated as capital expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time;
"CAPS"	means CESG (NCSC) Assisted Products Service an NCSC managed scheme for providing customers with assurance that telecommunication systems and services are suitable to carry OFFICIAL information;
"CAS(T)"	means CESG (NCSC) Assured Service (Telecoms);
"Case Management System"	means the EM&FS Contractor's computerised system for the case management of Subjects;
"Cash"	means coins, bank notes, undeposited cheques and current account balances held by the Contractor or the Guarantor (as applicable);
"Cash Equivalent Investments"	means short-term, highly liquid investments that are readily convertible to known amounts of Cash;
"CDI"	has the same meaning as Contract Delivery Indicator;
"CDI Remedy"	means the remedy applicable in case of the occurrence of a Service Failure as set out in Appendix A to Schedule 7 (Contract Delivery Indicators);
"CDI Target"	means the target level for performance applicable to a CDI as set out in Appendix A to Schedule 7 (Contract Delivery Indicators);
"CEDR"	means the Centre for Effective Dispute Resolution;
"Certification"	means Third-Party attestation related to products, processes, systems, or persons, as defined by ISO/IEC 29110-2-1:2015;
"CESG"	means the former National Technical Authority for Information Assurance, now part of the National Cyber Security Centre;
"CESG CHECK Service Scheme"	means a scheme which enables penetration testing by CESG approved companies, employing penetration testing personnel qualified to assess HMG and other public sector bodies;
"CESG Commercial Product Assurance (CPA) Scheme"	means the Commercial Product Assurance scheme that evaluates COTS products and their developers against published security and development standards;
"CESG Information Assurance Standard 1 & 2"	has the same meaning as HMG Information Assurance Standard 1&2 – the HMG Information Assurance Standard on Information Risk Management, Technical Risk Assessment and Risk Treatment;

"Change"	means any change to the terms and conditions, or any other provision of: (a) the Collaboration Agreement; or (b) an EM Services Contract;
"Change in Law"	means any change in law which affects the performance of the Services which comes into force after the Commencement Date;
"Change Notice"	means the notice given in relation to a proposed Change substantially in the form set out in Schedule 21 (Integrated Contract Change Procedure);
"Change of Ownership"	means any change of Ownership or corporate restructuring occurring with respect to the Contractor, any sub-contractor, the Guarantor or any Affiliate of the Contractor or any sub-contractor;
"Change Request"	means a request raised by a Party, pursuant to the Integrated Contract Change Procedure, to agree and implement changes to one or more EM Services Contract(s);
"Charger"	means a Wall Charger or a Cordless Charger;
"CHECK"	means the IT Health Check Service provided by CESG, www.cesg.gov.uk/articles/check-fundamental-principles ;
"CINRAS"	means the COMSEC Incident Notification, Reporting and Alerting scheme;
"CityGML"	means an open data model and XML-based format for the storage and exchange of virtual 3D city models;
"CJSE"	means the Criminal Justice System Exchange;
"CLI"	means Caller Line Identity;
"Clip"	means a mechanism which securely attaches the Strap to the Tag or which protects the point of attachment between the Strap and the Tag;
"Cloud"	means a model of network computing where a program or application runs on a connected server or servers rather than on a local computing device such as a PC, tablet or smartphone;
"CMS"	has the same meaning as Case Management System;
"CoCo"	has the same meaning as Codes of Connection;
"Code of Interconnection"	means the agreement, as set out in the code template, setting out the obligations and requirements for DNSPs connecting directly to the GCN, together with all documents annexed to it and referenced within it;
"Code of Practice"	means the agreement, as set out in the code template, setting out the obligations and requirements for PSN service providers wanting to participate in the PSN, but not wanting to connect directly to the GCN, together with all documents annexed to it and referenced within it;
"Codes of Connection"	means obligations and requirements with a mandatory set of requirements that must be demonstrated before connecting to a controlled interface or network;

"Collaboration Agreement"	means the agreement entered into by the Authority, the EM&FS Contractor, the EM Monitoring and Mapping Contractor, the EM Hardware Contractor and the EM Network Contractor relating to collaboration between the Authority and the EM Contractors and certain other issues;
"Commands"	means a Control Message or Configuration Message as applicable;
"Commencement Date"	means the date of execution of this Contract;
"Commercially Sensitive Information"	means the information listed in Schedule 25 (Commercially Sensitive Information) of this Contract comprising the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business or which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss;
"Commercial Off The Shelf"	means software or hardware products that are ready-made and available for sale to the general public;
"Common Criteria Certification"	means an internationally recognized certification scheme, issued by the Common Criteria, which provides formal recognition that a product meets its IA requirements;
"Comparable Supply"	means the supply of services to another customer of the Contractor which are the same or similar to any of the Services;
"Compensation Event"	<p>means any circumstance (other than due to the occurrence of a Relief Event) where the Contractor incurs any Direct Losses in excess of REDACTED which cannot be mitigated by the Contractor as a result of:</p> <ul style="list-style-type: none"> a) the non-achievement of a Dependency by another EM Contactor; b) the non-achievement of a Dependency by the Authority; or c) the non-achievement of either or both of the Key Milestones for entry into SIT or Services Commencement by another EM Contactor; or d) the non-achievement of either or both of the Key Milestones for entry into SIT or Services Commencement by the Authority; or e) the Contractor complying with a direction from the Authority pursuant to the Fix First/Resolve Later Principle;
"Computer Telephony Integration"	means any technology that allows interactions on a telephone and a computer to be integrated or coordinated;
"COMSEC"	means protection achieved by the application of 5 separate components: physical security (including document security), personnel security, cryptographic security, transmission security and radiation security", as defined by HMG IA Standard No.4;
"Confidential Information"	means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either party

"Confidentiality"	means the property that information is not made available or disclosed to unauthorised individuals, entities or processes;
"Configuration"	means a set of parameters that are referenced by the Subject Device or other Node Device to drive specific behaviour. The parameters may be read at the start-up of the device or periodically as required by the device;
"Configuration Item"	means any item (including where applicable a Documentary Deliverable, Product Deliverable or other Deliverable) designated by the Authority as requiring Configuration Management;
"Configuration Management"	means the process created and maintained by the Authority for ensuring that Configuration Items are properly version controlled, and that accurate and reliable information about the status and history of Configuration Items is available to the Authority when and where it is needed;
"Configuration Management Database"	means the Contractor's database recording the configuration status of all Configuration Items;
"Configuration Message"	means a message containing configuration information for the recipient system or device to operate to;
"Configuration Record"	means a record containing the details of a Configuration Item. Each Configuration Record documents the lifecycle of a single Configuration Item. Configuration records are stored in a Configuration Management Database and maintained as part of a Configuration Management system;
"Connection Point"	means the external interface of the Contractor provided equipment located at the Data Centres consisting of a block terminal, a socket for a removable plug, a distribution frame, or any other equipment to facilitate the connection of the EM System to the Private Mobile Datalink Service;
"Consents"	means all permits licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Contractor's obligations under this Contract, whether required in order to comply with Legislation or as a result of the rights of any Third-Party;
"Consequential Change Notice"	means Change Notices raised by EM Contractors in respect of any consequential impacts upon their respective EM Services Contracts arising in connection with a previous Change Notice;
"Consolidated Net Debt"	means the Total Debt less Cash and Cash Equivalent Investments as at any particular time;
"Continuous Monitoring"	means Location Monitoring of a Subject where the Case Manager reviews the Subject's movements live i.e. as they are occurring (allowing for inherent delays in the EM System);
"Contract"	means this contract (including its schedules, appendices and annexes);
"Contract Delivery Indicator"	means certain key performance measures as set out in Appendix A of Schedule 7 (Contract Delivery Indicators);
"Contractor"	has the meaning given in the Recitals of this Contract;

<p>"Contractor Background IPR"</p>	<p>means:</p> <p>(a) all Intellectual Property Rights owned by the Contractor or its Affiliates before the commencement of the EM Competitions, including those subsisting in the Contractor's or its Affiliates' standard development tools, product designs, program components or standard code used in computer programming or in physical or electronic media containing the Contractor's or its Affiliates' know-how or generic business methodologies; and/or</p> <p>(b) all Intellectual Property Rights created by or on behalf of the Contractor or its Affiliates independently of this Contract and/or the EM Competitions and/or the Integration Agreement; and/or</p> <p>(c) all Contractor Software, but excluding Project Specific IPR;</p>
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<p>"Contractor Breakage Costs"</p>	<p>means:</p> <p>(a) loss of profits limited to an amount equivalent to any outstanding mobilisation and transition profit payments payable to the Contractor over the remainder of the Services Period following successful completion of mobilisation and transition, (and where the termination is of part of this Contract, such profits shall relate only to the element of the Contract that is terminated);</p> <p>(b) costs that have been or will be reasonably and properly incurred by the Contractor as a direct result of the termination of this Contract, but only to the extent that:</p> <p>(i) the costs are incurred in connection with this Contract, in respect of the provision of the EM Services and fall within the following categories of costs:</p> <p>(aa) any costs payable for early termination of Sub-Contracts with Sub-Contractors entered into by the Contractor prior to receipt of the Termination Notice (excluding any profit element within such breakage costs);</p> <p>(bb) the cost of any relocation of Authority Equipment used in connection with the Contract from the Contractor's Premises;</p> <p>(cc) any unrecovered amortised mobilisation costs as outlined in the Financial Model; and</p> <p>(dd) statutory redundancy payments (excluding for the avoidance of doubt but without limitation, any sums for notice, accrued holiday, unfair dismissal, damages, pension, interest or costs) payable to Contractor's Staff engaged wholly or mainly in the provision of the EM Services and arising from their dismissal by reason of redundancy;</p> <p>(ii) the costs are incurred under arrangements and/or agreements that are consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms;</p> <p>(iii) the costs are unavoidable, proven, reasonable, and not capable of recovery;</p> <p>(iv) the costs would not have been incurred had this Contract continued until the Expiry Date;</p> <p>(v) the Contractor has used its reasonable endeavours to mitigate the costs incurred including, in the context of Paragraph (dd), using reasonable endeavours to effect any dismissal on grounds of redundancy fairly which shall include using reasonable endeavours to find alternative employment for the relevant Contractor's Staff; and</p> <p>(vi) the costs do not exceed the amounts set out in Schedule 6 (Price and Payment Mechanism);</p>
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"Contractor Indemnified Materials"	means the receipt of the Services, the Deliverables, Test Item and/ or Contractor Background IPR, Third-Party IPR, Project Specific IPR (and/or any materials embodying such IPR) and/or any other materials, plant, machinery or equipment provided by or on behalf of the Contractor, its Affiliates and/ or sub-contractors in connection with the Contract and/ or Collaboration Agreement by the Authority and/ or its Related Organisations in accordance with the terms of this Contract and in respect of which the Contractor provides an indemnity under the Contract;
"Contractor Proprietary Information"	means all know how, information, materials and software (including Source Code) whether documented or not that constitute Contractor IPR and/or Third-Party IPR and which are used or required to be used for the provision of the EM Services or replacement EM Services and/ or the manufacture, use, maintenance, repair or other dealing in the Products;
"Contractor Related Party"	means: (a) an officer, servant or agent of the Contractor, or any Affiliate of the Contractor and any officer, servant or agent of such a person; (b) any Sub-Contractor of the Contractor of any tier and any of their officers, servants or agents; and (c) any person on or at the Authority's Premises at the express or implied invitation of the Contractor (other than the Authority or any Authority Related Party);
"Contractor's Key Staff"	means those individuals identified in Schedule 18 (Contractor's Key Personnel) for the roles attributed to such personnel;
"Contractor Software"	means the software which is proprietary to the Contractor or its Affiliates, including software which is or will be used by the Contractor for the purposes of providing the EM Services but excluding software that is Project Specific IPR;
"Contractor's Premises"	means any premises used by the Contractor or a Sub-Contractor in the performance of the EM Services, other than the Authority's Premises;
"Contractor's Representative"	means a representative appointed by the Contractor;
"Contractor's Staff"	means all persons used by the Contractor, including its employees and agents, and any employees and agents of any Sub-Contractors and anyone acting on its or their behalf to provide the EM Services;
"Contract Performance Point"	means the Milestone of the same name identified in the Contractor's Mobilisation Plan;
"Contract Period"	means the period from the Commencement Date to the Expiry Date or Termination Date, whichever is earlier;
"Contract Price"	means the charges payable by the Authority in consideration of the obligations performed by the Contractor under this Contract calculated in accordance with Schedule 6 (Price and Payment Mechanism);
"Contract Reset Date"	means the date on which the Change Notices relating to the recommencement of Mobilisation were executed;

"Contract Year"	<p>means the period of twelve (12) Months commencing on the Services Commencement Date and each subsequent period of twelve (12) Months commencing on each anniversary of the Services Commencement Date;</p> <p>(a) the first Contract Year shall be the period commencing at 00:00:00 on the Services Commencement Date and ending at 23:59:59 on the day before the first anniversary of the Services Commencement Date; and</p> <p>(b) the final Contract Year shall be the period commencing at 00:00:00 on the anniversary of the Services Commencement Date that falls in the year in which this Contract expires or is terminated (for whatever reason) and ends at 23:59:59 on the Expiry Date or Termination Date, whichever is earlier;</p>
"Control Message"	means a message instructing the system or device to perform the designated function or to switch operating state;
"Controller"	has the meaning given in the GDPR;
"Conviction"	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being made the subject of a prohibition or restriction under section 218(6) of the Education Reform Act 1988);"
"Cordless Charger"	means a device used to put energy into the Tag power cell by means of an electric current without needing to be tethered to a mains power socket during charging – the cordless charger may itself be charged by the Wall Charger or by other means;
"Core Network"	means the elements of the Mobile Network that provide switching, transport and connectivity to and from other mobile & fixed networks, and enhanced services for traffic emanating to and from the RAN;
"Corporate Social Responsibility"	means the responsibility of an organisation for the impacts of its decisions and activities on society and the environment;
"COSHH"	means the Control of Substances Hazardous to Health Regulations 2002, as amended;
"Court"	means the Supreme Court, High Court (including Court of Appeal), Crown Court, Magistrates' Courts, County Courts, Coroner's Courts or Tribunals, in England and Wales;
"Courthouse"	means a building where a Court sits;
"CPA"	means CESG Commercial Product Assurance, defined in HMG IA Standard No. 4 as: "A CESG run scheme for products at 'Foundation' grade for up to low threat IL3 data and 'Augmented Level' for high threat IL2 to Moderate level IL3 data";
"CPM"	has the same meaning as Customer Project Manager;

"CPNI"	means the Centre for the Protection of National Infrastructure;
"CPP"	has the same meaning as Contract Performance Point;
"CRC"	has the same meaning as Community Rehabilitation Company;
"Credit Rating Thresholds"	means the credit rating thresholds as set out in Appendix 1 (Credit Ratings) to Schedule 16 (Financial Distress);
"Critical National Infrastructure"	means those facilities, systems, sites, information, people, networks and processes, necessary for a country to function and upon which daily life depends. It also includes some functions, sites and organisations which are not critical to the maintenance of essential services, but which need protection due to the potential danger to the public (civil nuclear and chemical sites for example), as defined by the CPNI;
"Critical Service"	means that part of the EM Services, identified as such in the BCDR Plan, for which a failure would mean the Contractor would be unable to meet its Contract Delivery Indicators as set out in Schedule 7 (CDIs);
"Critical Service Failure"	means: (a) a failure to agree and implement a Remediation Plan or any breach of a CDI REDACTED (b) the occurrence in any Invoicing Period of REDACTED or more failures to meet any CDI;
"Critical User"	means a Service User whose access to the EM Service and ability to fully utilise its functionality when required is deemed by the Authority to be crucial to operational services;
"Crown"	means Her Majesty's Government which shall be deemed to include any government department, office or agency and any Secretary of State;
"CSR"	has the same meaning as Corporate Social Responsibility;
"CTI"	means Computer Telephony Integration;
"Curfew Absence"	means the state where the Subject Device has determined that the Subject is not within an associated active Curfew Area (i.e. during the specified hours), taking account of any permitted absence durations that have been configured;
"Curfew Area"	means the area within which the Subject must remain during an active curfew (the area remains the same even when a curfew is inactive);
"Curfew Boundary"	means the perimeter of the Curfew Area;
"Curfew Location"	means the postal address to which Curfew Monitoring applies for the associated Subject in accordance with their Licence or Order;
"Curfew Monitoring"	means EM of a Subject to ensure compliance with a curfew requirement (or an "overnight residence period" for TPIM Notices) in an Order or Licence;
"Curfew Range"	means the distance from the HMU to its Curfew Boundary;
"Customer Project Manager"	means the person with the role of that name provided by the EM Network Contractor;
"D&B"	has the same meaning as Dun & Bradstreet;

"D&B Rating"	has the same meaning as D&B Rating;
"Data Centre 1"	has the same meaning as Primary Data Centre;
"Data Centre 2"	has the same meaning as Secondary Data Centre;
"Data Centre Services"	means all components of the Primary Data Centre and the Secondary Data Centre provided to EM Contractors by the EM&FS Contractor, for running, operating and maintaining the EM Services;
"Datalink"	means the point to point circuit forming part of the Private Mobile Datalink Service;
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	means (a) the GDPR, the LED and any applicable national implementing Legislation as amended from time to time (b) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy; and (c) all applicable Legislation about the processing of Personal Data and privacy;
"Data Protection Officer"	has the meaning given in the GDPR;
"Data Retention Policy"	means the Authority's document of that name in respect of the EM Services;
"Data Subject"	has the meaning given in the GDPR;
"Data Subject Access Request"	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Day"	means a calendar day, unless otherwise specified, and "Daily" shall be construed accordingly;
"Dedicated Contractor Equipment"	means any equipment (including Product Stocks where applicable) which is used by the Contractor exclusively in connection with the performance of its obligations under this Contract;
"Default"	means any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) and in respect of which such Party is liable to the other under this Contract;
"Defect"	means any fault, error or omission in a Deliverable, which causes it not to be accepted;
"Defective Products"	means any Products delivered to the Authority or other EM Contractors by the Contractor that are not in conformity with any of the terms of this Contract;
"Defective Services"	means any Services provided to the Authority or other EM Contractors that are not in conformity with any of the terms of the Contract;

"Defect Management"	means the process by which Test Incident Reports are analysed and brought to closure in a controlled manner, as set out in the EM Programme Test Strategy;
"Defect Review Board"	means a body established at the start of a Test to meet on a regular basis for the management of Test Incident Reports throughout the Test, the terms of reference of which are set out in the Test Strategy or Test Plan associated with the Test;
"De-Installation"	means the process of removing a Tag from a Subject and/or the removal of the HMU or HMUs (as applicable) from the Subject's premises, Un-Installation has the same meaning;
"Delay"	means the non-achievement of a Milestone or any other obligation by the Contractor which has a specified time for performance;
"Delay Deductions"	means any amounts payable to the Authority by the Contractor as a result of a failure by the Contractor to achieve certain Milestones by the required date;
"Delay Waiver Compensation Period"	means a type of Compensation Event that results from a delay to the Key Milestones Entry into SIT and /or Services Commencement Date when such delay continues for longer than the Delay Waiver Period as defined in Schedule 23 (Dispute Resolution) Appendix 3, Clause 1;
"Delay Waiver Period"	means a period calculated by reference to the number of Days delay caused to achieving the Key Milestone for entry into SIT and/or Service Commencement, which is not multiplied according to the number of Parties affected;
"Deliverable"	means an item (other than a Documentary Deliverable) delivered by the Contractor to the Authority in accordance with Schedule 24 (Acceptance Procedure);
"Delivery"	means delivery of the ordered SIM Cards by the EM Network Contractor or delivery of Products by the EM Hardware Contractor in respect of a Service Order or Product Order, as applicable;
"Delivery Date"	means the date specified by the Authority a Delivery for either a Service Order or Product Order, as applicable;
"Delivery Location"	means the location to which ordered SIM Cards or Products are to be delivered, in accordance with the associated Service Order or Product Order, as applicable;
"Departmental Security Officer"	means the Authority's designated representative with that role responsible for day-to-day protective security in line with the Security Policy Framework;
"Dependencies Register"	means the register of dependencies between the Authority and the EM Contractors maintained by the Authority;
"Dependency"	means any activity required under an EM Services Contract which if not performed in accordance with the relevant EM Services Contract will result in another Party not being able to perform their obligations under their EM Services Contract (and "Dependencies" shall be construed accordingly);

"Depleted Battery"	means the state when the Subject Device ceases Monitoring due to the battery charge level being insufficient for continued operation;
"Deposited Software"	means the Software including the Source Code that is placed in escrow with NCC;
"Detailed Design"	means the detailed design of the Software;
"Detention and Training Order"	means an order that the offender in respect of whom it is made shall be subject, for the term specified in the order, to a period of detention and training followed by a period of supervision;
"Device ID"	means the identifier for a Subject Device, either internal (used across system interfaces) or external (the markings on the outside of the Subject Device);
"DHCP"	means dynamic host configuration protocol;
"Digital Evidence"	means any information that can be secured from an information system and used during the course of any civil or criminal legal procedure. This extends to internal disciplinary hearings, employment tribunals, arbitration panels and all courts of law, as defined by GPG18 - Forensic Readiness;
"Digital Link Ethernet Service"	means the standard service of that name provided by the EM Network Contractor;
"Direct Losses"	means all damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses;
"Disability"	means a physical or mental impairment which has a substantial and long-term adverse effect on an individual's ability to carry out normal day-to-day activities;
"Disaster"	means any disruption to the performance of the EM Services (whether caused by a natural or a man-made phenomenon or occurrence) which requires Disaster Recovery;
"Disaster Recovery"	means the process of restoring the EM Services after a Disaster, by following the procedures and performing the actions set out in the BCDR Plan to invoke the Disaster Recovery Solution;
"Disaster Recovery Solution"	means the solution for ensuring continuity of service following a Disaster;
"Disclosed Data"	means any and all information relating to the Contract disclosed to the Contractor before the associated Commencement Date;
"Disclosure and Barring Service"	means the non-departmental public body of that name established pursuant to the Protection of Freedoms Act 2012;
"Dispute"	means any disagreement between any of the Parties arising in relation to their respective rights or obligations under the relevant EM Services Contract(s) or the Collaboration Agreement;

"Disputed Amount"	means any part of a payment amount claimed by the Contractor that is disputed by the Authority, and which the Authority has notified the Contractor of after receipt by the Authority of the relevant invoice and supporting information;
"Dispute Resolution Procedure"	means the procedure set out in Schedule 23 (Dispute Resolution);
"Disputing Parties"	means an EM Contractor, the Authority or Related Organisation that is a party to a Dispute;
"DML"	means data manipulation language;
"DMP"	has the same meaning as Defect Management process;
"DNS"	means domain name service;
"DNSP"	means direct network service provider;
"Document"	means the medium, and the information recorded on it, that generally has permanence and can be read by a person or a machine, as defined by ISO/IEC/IEEE 24765;
"Documentary Deliverable"	means any Document that requires Acceptance pursuant to Appendix 1 of Schedule 24 (Acceptance Procedure);
"DPA 2018"	means the Data Protection Act 2018;
"DR"	has the same meaning as Disaster Recovery;
"DRB"	has the same meaning as Defect Review Board;
"DSO"	has the same meaning as Departmental Security Officer;
"Dun and Bradstreet"	means Dun & Bradstreet Limited and its Affiliates (or any successor to the commercial credit rating business operated by such entities);
"Dun and Bradstreet Rating"	means the rating issued by D&B incorporating both: (a) the "D&B Financial Strength Indicator" (determined by reference to the "tangible net worth" of the relevant entity from its latest financial accounts); and (b) the "D&B Risk Indicator" (which is derived from the "D&B Failure Score" and associated expert rules of D&B), and presented in the format of: (i) for the "D&B Financial Strength Indicator", a rating ranging from 5A to O; and (ii) for the "D&B Risk Indicator", a rating ranging from 1 to 4 (or "undetermined" where D&B has been unable to collect or verify certain key data elements), or any replacement for the above ratings or indicators issued by D&B from time to time;

"EBIT"	means, in relation to any Relevant Period, the operating profit of the Contractor or the Guarantor (as applicable) for that Relevant Period before taking into account: Interest Payable; Tax; any share of the profit of any associated company or undertaking, except for dividends received in cash by any member of the Contractor or the Guarantor (as applicable); and extraordinary and exceptional items, as determined from the financial statements of the Contractor or the Guarantor (as applicable);
"EBITDA"	means, in relation to any Relevant Period, the total consolidated operating profit of the Contractor, Guarantor or Group (as applicable) for that Relevant Period: (a) before taking into account: (i) Interest Payable; (ii) Tax; (iii) any share of the profit of any associated company or undertaking, except for dividends received in cash by any member of the Contractor, Guarantor or Group (as applicable); and (iv) extraordinary and exceptional items; and (b) after adding back all amounts provided for depreciation and amortisation for that Relevant Period, as determined from the financial statements of the Contractor, Guarantor or Group (as applicable);
"EIA"	has the same meaning as Equality Impact Assessment;
"Electronic Product Environmental Assessment Tool"	see http://greenelectronicscouncil.org/epeat/epeat-overview/ ;
"Electronic Monitoring"	means the Services under the EM Services Contract which relate to the interactions between the EM Contractor and a Subject, which includes Monitoring;
"EM"	has the same meaning as Electronic Monitoring;
"EM&FS Contractor"	means the contractor that provides the EM&FS Services under a contract with the Authority awarded pursuant to the EM Competitions;
"EM&FS Function"	means the role of the EM&FS Contractor in providing the EM&FS Services to the Authority;
"EM&FS Reporting Desk"	has the same meaning as EM Service Desk;
"EM&FS Service Desk"	has the same meaning as EM Service Desk;
"EM&FS Services"	means any of the services provided to the Authority by the EM&FS Contractor;
"EM Adjudication"	means adjudication in accordance with Schedule 23 (Disputes Procedure);
"Embedded SIM Card"	means a SIM Card that is installed in Subject Devices by the HM Hardware Contractor during the production process;

"EM Competitions"	means the competition conducted by the Authority to award the EM Services Contracts and/or any successive competitions for services similar to the services advertised in the Contract Notices for the awarded EM Services Contracts;
"EM Competitions Model"	means the model concept, content and process used by the Authority for the EM Competitions, including all materials, plans, drawings, diagrams, specifications, documentation and information used as part of the EM Competitions, whether created by or on behalf of the Authority or the Contractor and/or its Affiliates;
"EM Contractor"	means any person who enters into an EM Services Contract with the Authority (being at the Commencement Date the EM&FS Contractor, the EM Monitoring and Mapping Contractor, the EM Hardware Contractor and the EM Network Contractor);
"EM Contractor Exit Plan"	means an exit and service transfer plan relating to the exit of another EM Contractor and service transfer to a New Contractor prepared by such EM Contractor;
"EM Data Centre"	means the Primary Data Centre or the Secondary Data Centre or, when used in the plural, both the Primary Data Centre and the Secondary Data Centre;
"Emergency Outage"	means suspension of the Services because of an emergency or upon instruction by emergency services or any government or appropriate authority;
"EM Hardware"	means all and any Products supplied by the EM Hardware Contractor;
"EM Hardware Contractor"	means the contractor that provides certain electronic monitoring equipment and related services under a contract with the Authority awarded pursuant to the EM Competitions;
"EM Hardware Services"	means the EM Services provided by the EM Hardware Contractor;
"EM Monitoring and Mapping Contractor"	means the contractor that provides certain software components of the EM Services under a contract with the Authority awarded pursuant to the EM Competitions, which provide the main interface between the EM&FS Service and the EM Hardware Service;
"EM Monitoring and Mapping Data"	means the records maintained by the EM Monitoring and Mapping Contractor to support the EM Services;
"EM Monitoring and Mapping Exit Plan"	means a detailed exit and service transfer plan relating to the exit of the EM Monitoring and Mapping Contractor from the EM Services and service transfer to a New Contractor in a final form that could be implemented immediately;
"EM Monitoring and Mapping Recompetition Data"	means the records maintained by the EM Monitoring and Mapping Contractor to support a recompetition of EM Services;
"EM Monitoring and Mapping Service"	means the service provided by the EM Monitoring and Mapping Contractor;
"EM Monitoring and Mapping Services"	means any of the services provided to the Authority by the EM Monitoring and Mapping Contractor;

"EM Monitoring and Mapping Software"	means the software and associated IT systems provided by the EM Monitoring and Mapping Contractor to support the EM Services;
"EM Network"	means the Mobile Network and the Private Mobile Datalink Service;
"EM Network Contractor"	means the contractor that provides certain network components of the EM Services under a contract with the Authority awarded pursuant to the EM Competitions;
"EM Network Services"	means any of the services provided to the Authority by the EM Network Contractor;
"EM Network Services Exit Plan"	means a detailed exit and service transfer plan relating to the exit of the EM Network Contractor from the EM Services and service transfer to a New Contractor in a final form that could be implemented immediately;
"EM Network Services Recompetition Data"	means the records maintained by the EM Network Contractor to support a recompetition of EM Services;
"Employee Liabilities"	means all claims (including but not limited to claims for redundancy payments, unlawful deductions of wages, breach of contract, unfair, wrongful or constructive dismissal, compensation for sex, race or disability discrimination or discrimination on the grounds of religion, belief, age, gender reassignment, marital or civil partnership status, pregnancy, maternity or sexual orientation or claims for equal pay, compensation for less favourable treatment of part-time workers or fixed-term employees, claims for failure to inform and consult pursuant to TUPE or the Trade Union and Labour Relations (Consolidation) Act 1992 and any claims whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation) and any expenses and legal costs on an indemnity basis;
"Employee Liability Information"	has the same meaning as in regulation 11(2) of TUPE;
"Employing Sub-Contractor"	means any sub-contractor of the Contractor which becomes the employer of any Previous Contractor Transferring Employee;
"Employment Codes of Practice"	means the Cabinet Office Statement of Practice dated November 2007 entitled Staff Transfers in the Public Sector and the Statement of Principles of Good Employment Practice, in each case as amended or replaced from time to time;
"EM Programme Test Strategy"	means the test strategy for the EM Programme, as agreed by the EM Contractors and issued by the Authority;
"EM Service Desk"	means the resources and facilities provided by the EM&FS Contractor for the management of Incidents and queries for all EM Contractors in relation to the EM Services (see also Service Desk);

"EM Services"	means each and any of the services provided to the Authority by any and all of the EM Contractors pursuant to the EM Services Contracts;
"EM Services Contract Reset"	means the Change Notices relating to the recommencement of Mobilisation;
"EM Services Contracts"	means each and any contract between the Authority and an EM Contractor for delivery of any EM Services;
"EM System"	means the integrated system used for operating the EM Services;
"Emulator"	means a device, computer program, or system that accepts the same inputs and produces the same outputs as a given system;
"End User Computing Device"	has the same meaning as End User Device;
"End User Device"	means a device which is capable of performing actions where users have the ability to instruct, manipulate and write instructions to a device which will perform a given application;
"EPEAT"	has the same meaning as Electronic Product Environmental Assessment Tool;
"Equality Statement"	means a statement prepared by either Party in the context of the Equality Act 2010 and provided by that Party in accordance with Schedule 14 (Equality);
"Equifax"	means Equifax Limited and its Affiliates (or any successor to the commercial credit rating business operated by such entities);
"Equifax Rating"	<p>means the Equifax ScoreCheck rating which is calculated with reference to financial and non-financial performance indicators and presented in the format of:</p> <p>(i) a points value, ranging from 1 to 100, with a higher value denoting lower risk; and</p> <p>(ii) a grade score from A+ (best) to F- (worst) or letters denoting other, potentially serious, risk indicators, such as insolvency or failure to file accounts at Companies House;</p> <p>or any replacement for the above ratings or indicators issued by Equifax from time to time;</p>
"Equipment Asset Database"	means an accurate inventory of system, Hardware and Software Assets used to deliver the EM Services;
"Escalation Procedure"	means the procedure for the escalation of Issues described in Schedule 23 (Dispute Resolution) of the Contract;
"Estimate"	means an estimate of the cost of a proposed Change, which shall be prepared upon the same basis as, and consistent with the charging principles set out in, the Financial Model, and shall include the information set out in Schedule 21 (Change Process);
"Estimated Payroll Costs"	means the costs included in the Charges based on the information provided by the Previous Contractors relating to Previous Contractor Transferring Employees and vacancies;

"Estimated Redundancy Costs"	means the estimate cost for making the Previous Contractor Transferring Employees redundant that the Contractor could reasonably have made on the basis of the information provided to it regarding the Previous Contractor Transferring Employees;
"Ethernet"	means a family of computer networking technologies for local area networks that conform to standard IEEE 802.3;
"Ethical Trading Initiative Base Code"	means the code published by the Ethical Trading Initiative available at http://www.ethicaltrade.org/eti-base-code ;
"EU Commission's Common Assessment Method for Standards and Specifications (CAMSS) methodology"	See http://ec.europa.eu/idabc/en/document/7407.html
"EU Energy Star"	see https://www.eu-energystar.org/ ;
"Event"	<p>means an occurrence relating to a Subject in respect of which the Service Requirements state that an Alert must be triggered;</p> <p>Note - In relation to the handling of Events, the following terms have the following meanings:</p> <ul style="list-style-type: none"> - “log” means to make an entry in a log of the condition having occurred; - “record” and “store” mean to place the associated data in the designated storage location; - “retain” means to keep the associated data in storage until either expiry in line with the Data Retention Policy or an instruction to delete the data is received from the Authority; and - “process” means to parse, analyse and act upon the contents of the associated data.
"Event Data"	means data relating to an Event which is to be included in the relevant Alert;
"Event Master Data Store"	means the location for Event Data and other data relating to Events stored by the EM Monitoring and Mapping Contractor, as hosted by the EM&FS Contractor;
"Evidential Integrity Design"	means the document of that name issued by the Authority;
"Exception Report"	means a report generated by the Contractor in a predetermined format for the purposes of reporting an exceptional circumstance affecting (or potentially affecting) the EM Services;
"Excluded Equipment"	means any dedicated Contractor's equipment that is identified as excluded in the Contractor's Exit Plan;
"Exclusion Monitoring"	means the EM of a Subject pursuant to an Order or Licence requiring the Subject to remain outside an Exclusion Zone;
"Exclusion Zone"	means an area outside of which the Subject must remain for the duration of the zone's active period;
"Exclusion Zone Violation Event"	means an Event recorded at the point the Subject is deemed to have entered an active Exclusion Zone, as defined on the Location Tag;

"Exit Assistance"	means assistance to be given during an Exit Period as described in Schedule 11 (Exit Management and Transfer);
"Exit Assistance Notice"	means a written notice provided by the Authority requiring the Contractor to provide Exit Assistance;
"Exit Manager"	means a person designated by the Contractor who will be responsible for managing Exit Assistance to be provided by the Contractor pursuant to Schedule 11 (Exit Management and Transfer);
"Exit Period"	means the period comprising the Retendering Period, the Exit Transfer Period and the Wind Down Period;
"Exit Plans"	means the Contractor's exit plan and the EM Contractor Exit Plans (and any or all of them);
"Exit Transfer Period"	means any period identified in the relevant Exit Assistance Notice for transfer of any element(s) of the EM Services to a New Contractor;
"Expected Test Results"	means the expected results identified in the associated Test Case, given specified inputs and known state of the component or system;
"Expert Witness"	means a person whose evidence is intended to be tendered before a Court and who has relevant skill or knowledge achieved through research, experience or professional application within a specific field sufficient to entitle them to give evidence of their opinion and upon which the Court may require independent, impartial assistance;
"Expiry Date"	means the date three (3) Years from and including the Services Commencement Date, subject to the provisions of Clause 41.3 (Term) and Paragraph 5 (Preparation of Detailed Exit Plans) of Schedule 11 (Exit Management and Transfer);
"Exploratory Testing"	means an informal test design technique where the tester actively controls the design of the tests as those tests are performed and uses information gained while testing to design new and better tests;
"Extensible"	means the ability for a system or component to be modified to increase its storage or functional capacity;
"External Services"	means any and all services required as part of the EM Services that exist outside of the Primary Data Centre and the Secondary Data Centre, irrespective of whether they are provided by an EM Contractor or a Third-Party;
"Factory Acceptance Testing"	means the formal Testing of this name by the Contractor that their solution complies with their Service Requirements, prior to submitting the solution to Authority Tests, FAT has the same meaning;
"False Tamper Event"	means an Event raised on a Subject Device that has been interfered with, which cannot be substantiated by physical evidence;
"FAT"	has the same meaning as Factory Acceptance Testing
"Field Officer"	means a member of the EM&FS Contractor's Staff providing field support to the provision of EM by the EM&FS Contractor;

"Field Officer Equipment"	<p>means a communications, measurement, Installation or De-Installation device used by a Field Officer in performing the EM&FS Services, including the equipment, hardware and software used to conduct Remote Alternative Monitoring and other devices used in the authentication and authorisation of the Field Officer when performing the EM&FS Services on Subject Devices;</p> <p>Note - where communication with the FOE is controlled by the EM Hardware Contractor, an ITP will be implemented, via which the EM Monitoring and Mapping Service will interface with the FOE.</p>
"Field Safety Corrective Actions"	<p>means an action taken by the Authority and/or an action instructed to be taken by the Authority to reduce any risk of death or serious deterioration in the state of health which may become associated with a Product or Products;</p>
"Financial Assumptions Register"	<p>means the financial assumptions used in the development of the Financial Model;</p>
"Financial Distress Event"	<p>means the occurrence of one or more of the following;</p> <ul style="list-style-type: none"> (i) the Contractor's or the Guarantor's credit ratings dropping below the Credit Rating Threshold; (ii) the Contractor's or the Guarantor's Financial Standing drops below zero; (iii) the Contractor or the Guarantor or a member of the Contractor's Group or the Guarantor's Group issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects; (iv) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Contractor or the Guarantor; (v) the Contractor or the Guarantor committing a material breach of covenants to its lenders; (vi) a Key Sub-Contractor notifying the Authority that the Contractor has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; or (vii) any of the following: <ul style="list-style-type: none"> (a) commencement of any litigation against the Contractor or the Guarantor with respect to financial indebtedness or obligation under a service contract; (b) non-payment by the Contractor or the Guarantor of any financial indebtedness; (c) any financial indebtedness of the Contractor or the Guarantor becoming due as a result of an event of default; or (d) the cancellation or suspension of any financial indebtedness in respect of the Contractor or the Guarantor, <p>which the Authority reasonably believes could impact on the continued performance and delivery of the Services in accordance with this Contract,</p>
"Financial Distress Service Continuity Plan"	<p>means a plan setting out how the Contractor (together with the Guarantor, where appropriate) will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that the Contractor or the Guarantor suffers a Financial Distress Event;</p>

"Financial Indebtedness"	means any indebtedness for or in respect of (without double counting): (a) monies borrowed; (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and (h) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in Paragraphs (a) to (g) above;
"Financial Model"	means the financial model as described in Schedule 6 (Price and Payment Mechanism);
"Financial Ratio"	has the meaning set out in Appendix 2 to Schedule 16 (Financial Distress);
"Financial Ratio Thresholds"	means the Financial Ratio thresholds as set out in Appendix 2 to Schedule 16 (Financial Distress);
"Financial Response Template"	means the template of that name set out in Schedule 6 (Price and Payment Mechanism);
"Financial Standing"	has the meaning set out in Appendix 2 to Schedule 16 (Financial Distress);
"Financial Standing Thresholds"	means the thresholds of that name as set out in Appendix 2 to Schedule 16 (Financial Distress);
"Firmware Components"	means components that have a combination of program code and data that provide functionality to control a Subject Device;
"First Line Support"	means the support level which receives inbound requests through channels like phone, Web forms, email, chat, or other means based on the documented agreement with the Authority. First line support typically includes individuals that have very limited technical expertise. First line support logs, categorizes, prioritizes, tracks, and routes: (i) Incidents reported by users or (ii) alarms raised by monitoring tools. First line support is intended to be the first to acknowledge an Incident. First line support tracks Incidents until successfully resolved. First line support engineers can implement basic, documented break-fix tasks along the lines of following a cookbook recipe;
"Fixed Dial SIM Card"	means SIM Cards whereby the telephone numbers that can be called via that SIM Card are programmed onto the SIM Card;

"Fix First/Resolve Later Principle"	means the principle whereby the Contractor uses all reasonable endeavours to solve Service Failures as expeditiously and cost effectively as possible as directed by the Authority, deferring any disputes concerning responsibility for Service Failures and which Party should bear the cost of fixing a Service Failure and any associated legal issues, until resolution of the relevant Service Failure;
"FOE"	has the same meaning as Field Officer Equipment;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such Act;
"Force Majeure Event"	<p>means the occurrence after the Commencement Date of any of the following events:</p> <p>(a) war, civil war, armed conflict or terrorism; or</p> <p>(b) nuclear and radioactive explosion (including from any nuclear installation or nuclear weapon), chemical or biological contamination unless the source or the cause of the contamination is the result of the actions of or breach by the Contractor or its sub-contractors,</p> <p>which directly causes either Party (the "Affected Party") to be unable to comply with all or a material part of its obligations under this Contract;</p>
"Force Majeure Termination Sum"	means the amount payable by the Authority to the Contractor in the event of a termination on a Force Majeure Event;
"Forensic Readiness"	means the achievement of an appropriate level of capability by an organisation in order for it to be able to collect, preserve, protect and analyse Digital Evidence so that this evidence can be effectively used in any legal matters, in security investigations, in disciplinary matters, in an employment tribunal or in a court of law, as defined by GPG18 - Forensic Readiness;
"FRT"	has the same meaning as Financial Response Template;
"Fusion at Glass"	means the presentation of various services to the end user on their screen in such a way that they appear seamless;
"Gain Share"	means an arrangement whereby two or more parties benefit financially from cost efficiencies;
"Gain Share Plan"	means a plan to support the approval and delivery of Gain Share Proposals;
"Galileo"	means the global navigation satellite system being created by the European Union through the European GNSS Agency;
"GCN"	means the Government Conveyance Network (see also PSN);
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679);

"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which affects or relates to a Comparable Supply;
"Geo-Fence"	means a defined virtual perimeter for a real world geographic area;
"Geospatial Information Management"	means the management of information relating to or denoting data that is associated with a particular location;
"GFI"	has the same meaning as Government Furnished Items
"GGSN"	means gateway GPRS support node;
"GIS"	means geospatial information system;
"Global Navigation Satellite System"	means the navigation system with this name established by the US Department of Defence;
"GLONASS"	has the same meaning as Russian Global Satellite Navigation Satellite System;
"GNSS"	has the same meaning as Global Navigation Satellite System;
"Good Industry Practice"	means the exercise of that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced supplier of products (engaged in the same type of undertaking as that of the Contractor) or provider of services similar to the EM Services or any sub-contractor under the same or similar circumstances;
"Good Practice Guide"	means the documentation produced by the CESG (NCSC), which provide guidance on specific aspects of Information Assurance in order to help manage risk effectively;
"GovCertUK"	means the Computer Emergency Response Team (CERT) for HMG;
"Governance"	means the establishment of policies and the continuous monitoring of their proper implementation by the members of the top management of an organisation for authority, accountability, transparency, decision-making, responsiveness, rules, stability, equity and inclusiveness, empowerment, and broad-based participation;
"Governance Structure"	means the structures established by the Authority for Governance of the EM Programme;
"Government Buying Standards"	see https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs ;
"Government Cross Criminal Justice"	means co-operation between multiple Government departments in relation to criminal justice, for example in the development of strategies, standards and policies;
"Government Security Classification Policy"	means the policy that came into force on 2 April 2014 describing how HMG classifies information assets to ensure they are appropriately protected;

"Government Conveyance Network (GCN) Service Description"	has the meaning ascribed in the Cabinet Office Public Services Network glossary of terms;
"Government Furnished Items"	means any equipment provided by the Authority to the Contractor in connection with the EM Services;
"Government Off the Shelf"	means software and hardware HMG products that are ready to use, as created and owned by the HMG;
"GPG"	has the same meaning as Good Practice Guide;
"GPS"	means global positioning system, being a specific implementation of a GNSS service
"Greening Government Commitments"	means the Government sustainability commitments as set out in http://sd.defra.gov.uk/documents/Greening-Government-commitments-Jul2011.pdf ;
"Green Light"	means the status achieved by at least one (1) individual of the CHECK team having passed the CESG accredited CHECK TL CREST or TigerScheme examination and thus having gained "Team Leader" status;
"Green Light Company"	means a company which has Green Light status;
"Group"	means in relation to each of the Contractor and the Guarantor, that company and any Affiliates of such company from time to time;
"GSI"	means the Government Secure Intranet, an HMG wide area network that provides access for connected organisations to communicate securely;
"GSM"	means Global System for Mobile communication;
"GSM LBS"	location based services associated with data received via the mobile communications network;
"Guarantor"	means the Contractor's guarantor under the Parent Company Guarantee;
"Hardware"	means any hardware used by the Contractor in the provision of the EM Services;
"HDC"	has the same meaning as Home Detention Curfew;
"HDC Protocol"	means the protocol to be followed for all HDC Subjects, as issued by the Home Office;
"Health and Safety Executive"	means the UK Government's' Health and Safety Executive;
"HIDS"	has the same meaning as Host Intrusion Detection System;
"High Level Design"	means a document setting out the design for the entire scope of services delivered by the Contractor as part of the EM Services;
"High Level Design Review"	means a review by the Authority for the purpose of formally evaluating whether a High Level Design meets the associated Service Requirements;

"HLD"	has the same meaning as High Level Design;
"HMG"	means Her Majesty's Government;
"HMG IA Policy and Guidance"	means the policy and good practice guidance on IA for use across HMG, the wider public sector and their delivery chains;
"HMG IA Standard"	means the information assurance standards produced by Cabinet Office and CESG, available on the NCSC website;
"HMPPS"	has the same meaning as HM Prisons and Probation Service;
"HM Prisons and Probation Service"	means HM Prisons and Probation Service, an executive agency of the Ministry of Justice, HMPPS has the same meaning;
"HMG Security Policy Framework"	means the framework set out at https://www.gov.uk/government/publications/security-policy-framework
"HMU"	has the same meaning as Home Monitoring Unit;
"Holding Company"	has the meaning given to it in section 1159 of the Companies Act 2006 and, for the purposes only of the membership requirement in subsections 1159(1) (b) and (c), a company (the "first company") shall be treated as a member of another company (the "second company") if the shares in the second company are registered in the name of: (a) another person (or its nominee), where the shares are held by such other person (or its nominee) by way of security or in connection with the taking of security from the first company, or (b) a nominee for the first company;
"Home Detention Curfew"	means an early release from custody under sections 246, 255B(7) (a) or 255C(7) (a) of the Criminal Justice Act 2003, where the offender is subject to a curfew requirement which is electronically monitored;
"Home Monitoring Unit"	means a fixed communications device installed at a residence that is identified for a particular Subject in the relevant Notification (including any relevant variation to the Notification) and which is used with a Tag as part of the Monitoring capability;
"Horizontal Traceability"	means the tracing of artefacts at the same level of abstraction, such as (i) traces between requirements created by the same person, (ii) traces between requirements that are concerned with the performance of the system, and (iii) traces between versions of a particular requirement at different moments in time, as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
"Housing Associations"	means an organisation providing subsidised housing;
"HSE"	has the same meaning as Health and Safety Executive;
"HTTP"	Means hypertext transfer protocol;
"HTTPS"	means hypertext transfer protocol secure;
"IA"	has the same meaning as Information Assurance;

"IA Maturity Model Framework"	has the meaning set out in the Security Policy Framework;
"IAMM"	has the same meaning as IA Maturity Model Framework;
"IAO"	has the same meaning as Information Asset Owner;
"IAS"	has the same meaning as Information Assurance Standard;
"IAS19"	means International Accounting Standard 19;
"IC"	has the same meaning as Incident Controller;
"ICD"	has the same meaning as Interface Control Document;
"ICT"	means information and communications technology;
"Iframe"	means an HTML tag that allows a website to easily incorporate the content of another site into its own page;
"IFRS"	has the same meaning as International Financial Reporting Standards;
"IHLD"	has the same meaning as Integrated High Level Design;
"IL"	has the same meaning as Impact Level;
"Immediate"	means in the context of the EM ICT system that the task in question will be carried out as quickly as possible, only being impeded by the underlying physical limitations of the ICT systems and/or mobile network connectivity constraints, and "Immediately" shall be construed accordingly;
"Immigration Bail"	means an order for EM on a Subject under Section 36 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
"Impact Assessment"	means the assessment associated with a Change Request performed by an EM Contractor or the Authority;
"Impact Level"	means a security and information assurance classification;
"Implementation Guides"	means guides that provide practical guidance on the configuration and implementation of specific technical security solutions for IA professionals;
"Improvement Notice"	means a notice issued by the Authority requiring an improvement in the performance of the Contractor's part of the EM services;
"Improvement Plan"	means a plan prepared by the Contractor relating to an improvement in the performance of the EM Services;
"Incident"	means any unplanned interruption to or any reduction in, the quality of the EM Services and subject to an Incident Classification;
"Incident Classification"	means the classification given to an Incident, either Priority 0, Priority 1, Priority 2, Priority 3 or Priority 4, as applicable;
"Incident Controller"	means the Contractor's representative identified as such in the associated BCDR Plan;

"Incident Report"	means a report prepared by the Contractor for each Major Incident occurring in relation to the Services and, for the EM Service Desk, the consolidated Incident Report provided to the Authority;
"Incident Start Time"	means whichever is the earlier of the declaration of the Incident by the Contractor or receipt of notification by the Contractor of the Incident, provided such Incident is notified to the Contractor in accordance with the OLAs and any applicable Dependencies;
"Inclusion Monitoring"	means EM of a Subject pursuant to an Order or Licence requiring the Subject to remain inside an Inclusion Zone;
"Inclusion Zone"	means an area within which the Subject must remain for the duration of the zone's associated active period;
"Inclusion Zone Violation Event"	means an Event recorded at the point the Subject is deemed to have departed from an active Inclusion Zone, as defined on the Location Tag;
"Indemnified Party"	means a Party or a Related Organisation that wishes to make a claim under an EM Contract against another Party providing an indemnity under an EM Contract;
"Indemnifying Party"	means a Party providing an indemnity under an EM Services Contract;
"Indirect Losses"	means loss of profits, loss of production, loss of revenue, loss of business, loss of business opportunity or any claim for consequential loss or for indirect loss of any nature;
"Individual Protocol"	means a protocol issued by a Notifying Organisation in respect of an individual Subject that sets out the requirements of such Subject's Order;
"Induction"	means the activity of the Field Officer in explaining to a Subject the terms of that Subject's Order or Licence and how the Subject Devices work;
"Information"	has the meaning given to it under section 84 of the FOIA;
"Information Asset Database"	means an accurate inventory of Information Assets used to deliver the EM Services;
"Information Asset Owner"	has the meaning set out at https://www.gov.uk/government/publications/information-asset-owner-role-guidance ;
"Information Assurance"	means the confidence that information systems will protect the information they handle and will function as they need to, when they need to, under the control of legitimate users;
"Information Security Management System"	means the set of interrelated or interacting elements of an organisation to establish policies and objectives, and processes to achieve those objectives ('management system') for the preservation of Confidentiality, Integrity and Availability of information ('information security'), as defined by ISO/IEC 27000;
"Information Sharing Agreement"	means an agreement (not always legally binding) between the Contractor and a Stakeholder relating to the sharing of Subject Data between the Stakeholder and the Contractor (and vice versa);

"Infrastructure Consumer"	means any EM Contractor that requires the EM&FS Contractor to provide hosting services for any infrastructure required by the EM Contractor in respect of its role and obligations in the EM Programme;
"Installation"	means the installation of Tags on Subjects and/or HMUs in residences (as applicable), and "Install" and "Installed" shall be construed accordingly;
"Insurances"	means all or any of the insurances required to be maintained by the Contractor as set out in Schedule 22 (Insurance Requirements);
"Insured"	means the Contractor;
"Integrated BCDR Plan"	means the document issued by the Authority which provides plans for the coordination of Disaster Recovery and Business Continuity arrangements across all EM Services;
"Integrated Change"	means any change to the Collaboration Agreement or any or all of the EM Services Contracts to be managed in accordance with the Integrated Contract Change Procedure;
"Integrated Contract Change Procedure"	means the procedure set out in Schedule 21 (Integrated Contract Change Procedure);
"Integrated High Level Design"	means the overall design for the EM Services, as issued by the Authority from time to time;
"Integrated High Level Design Ways of Working"	means the ways of working relating to the design of the EM Services applicable to the EM Contractors, as set out in Appendix 1 to Schedule 4 (Intelligent Client Role) of the Collaboration Agreement;
"Integrated Mobilisation Plan"	means the plan produced, issued and managed by the Authority, which provides an end-to-end programme for the conduct of the Mobilisation Plans in the respective EM Services Contracts;
"Integration Claim"	<p>means a claim for Direct Losses relating to a Compensation Event (including a Delay Waiver Compensation Event), but excluding in all cases:</p> <ul style="list-style-type: none"> (a) any cost of a type or nature that is not represented within the Financial Model; (b) costs that are properly recovered or recoverable through the charges under the relevant EM Contractor's Services Contract; (c) costs that have been mitigated or could reasonably be mitigated; (d) any amount in respect of lost profits, margin or revenue; (e) any amount by way of interest; or (f) any indirect, special or consequential loss, <p>which shall be addressed by the Parties in accordance with the Dispute Resolution Procedure;</p>

"Integrity"	means the property of safeguarding the accuracy and completeness of information – this may include the ability to prove an action or event has taken place, such that it cannot be repudiated later;
"Integrity Verification"	means a component of the EM System that is used to validate that data has not been changed from when it was created;
"Intellectual Property Rights"	means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright including rights in computer software, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off together with all or any goodwill relating or attached thereto and all rights of the same or similar nature anywhere in the world;
"Intelligent Character Recognition"	means an advanced form of optical character recognition that can recognise and convert handwriting to text;
"Intelligent Client"	means the Authority's role in managing the coordination of the EM Services, as set out in Schedule 4 (Intelligent Client) of the Collaboration Agreement;
"Interest Payable"	means, in relation to any Relevant Period, the aggregate amount of interest, acceptance commission, cost or expense (paid or capitalised) of the Contractor or the Guarantor (as applicable) (but excluding all debt related upfront fees), excluding interest shown in the financial statements of the Contractor or the Guarantor (as applicable) relating to IAS19;
"Interest Receivable"	means, in relation to any Relevant Period, interest income of the Contractor or the Guarantor (as applicable) in respect of that Relevant Period;
"Interface Control Document"	means a document which describes an interface in respect of connected system and service elements within the EM Services;
"Interface Testing"	means the developer led activity to test aspects of the interface between two systems or components;
"Interface Translation Platform"	means any hardware and / or software that is positioned between the EM Monitoring and Mapping Services and the network termination equipment of the EM Network Services (for mobile connections) or the EM&FS Service (for PSTN connections) located in the Data Centres;
"Interim Services Agreement"	means the contract for interim electronic monitoring services between the EM&FS Contractor and the Authority dated 10 December 2013;
"Interior Models"	models or layouts of the interior of buildings;
"International Financial Reporting Standards"	means the set of accounting standards developed by the International Accounting Standards Board;
"Intrusion Detection System"	has the same meaning as Network Intrusion Detection System;
"Intrusion Prevention System"	means a system that has all the capabilities of an Intrusion Detection System, but also has the capability to stop possible incidents, as adapted from that defined by NCSC;

"Investigation Report"	means a report prepared by the Authority further to an investigation into particular Service Failure(s);
"Invitation to Negotiate"	means the Invitation to Negotiate issued by the Authority in April 2012 together with all updated versions and supplemental documentation issued in connection therewith;
"Invitation to Submit Proposal"	means the Invitation to Submit Proposal issued by the Authority in August 2016 together with all updated versions and supplemental documentation issued in connection therewith;
"Invoicing Period"	means the Month or part Month commencing on the Services Commencement Date, and thereafter each successive Month;
"IPR"	has the same meaning as Intellectual Property Rights;
"IPS"	has the same meaning as Intrusion Prevention System;
"IRCA"	means the International Register of Certified Auditors;
"ISA"	has the same meaning as Information Sharing Agreement;
"ISMS"	has the same meaning as Information Security Management System;
"ISO/IEC27001"	means the information security standard published by the International Organisation for Standardisation (ISO) and the International Electrotechnical Commission (IEC);
"ISO/IEC27002"	means the best practice recommendations on information security management for use by those responsible for initiating, implementing or maintaining information security management systems (ISMS);
"ISP"	has the same meaning as Invitation to Submit Proposal
"Issue"	means a problem or incident that will be escalated under the process of Issue Resolution;
"Issue Resolution"	means the formal process for the recording, management and resolution of Issues as described in the Schedule 23 (Dispute Resolution);
"Issue Resolution Request"	means a communication issued to all EM Contractors relevant to an Issue and the Authority setting out details of an Issue pursuant to Appendix 1 of Schedule 23 (Dispute Resolution);
"IT Disaster Recovery Plan"	means a clearly defined and documented plan which recovers ICT capabilities when a disruption occurs, as defined by ISO/IEC 27031:2011 for 'ICT Disaster Recovery Plan';
"IT Health Check"	means an activity with the objective of identifying vulnerabilities in ICT systems and networks which may compromise the Confidentiality, Integrity or Availability of information held on that ICT system;
"ITIL"	means the Information Technology Infrastructure Library published by AXELOS Ltd, a joint venture between HM Cabinet Office and Capita Plc;
"ITN"	has the same meaning as Invitation To Negotiate;
"ITP"	has the same meaning as Interface Translation Platform;
"IT Security Officer"	shall the have the meaning ascribed in the Security Policy Framework;

"IT Service Continuity Management"	means the process responsible for managing risks that could seriously affect IT services. IT service continuity management ensures that the IT service provider can always provide minimum agreed service levels, by reducing the risk to an acceptable level and planning for the recovery of IT services. IT service continuity management supports business continuity management, as defined by the ITIL V3 2011 edition of the ITIL Glossary and Abbreviations;
"IT Service Management"	means the implementation and management of quality IT services that meet the needs of the business. IT service management is performed by IT service providers through an appropriate mix of people, process and information technology, as defined by the ITIL V3 2011 edition of the ITIL Glossary and Abbreviations;
"ITSM"	has the same meaning as IT Service Management;
"ITSCM"	has the same meaning as IT Service Continuity Management;
"ITSO"	has the same meaning as IT Security Officer;
"ITU"	means International Telecommunications Union;
"Key Milestone"	means a key milestone, as identified in Schedule 2 (Key Milestones) of the Collaboration Agreement;
"Key Milestone Date"	means a date for the achievement of a Key Milestone;
"Key Performance Indicator"	means an indicator relating to the EM Contractors' performance as set out in Appendix A to Schedule 7 (Contract Delivery Indicators);
"Key Sub-Contractor"	means those Sub-Contractors identified as such in Schedule 17 (Approved Sub-Contractors);
"Key Sub-Contractor Credit Rating Threshold"	means the Credit Rating Thresholds as set out in Schedule 16 (Financial Distress);
"Key Sub-Contractor Financial Distress Event"	means the occurrence of one (1) or more of the events referred to in Schedule 16 (Financial Distress) with respect to a Key Sub-Contractor;
"KPI"	has the same meaning as Key Performance Indicator;
"LAN"	means local area network;
"Latent Defect"	means a Defect which would not have been reasonably capable of discovery upon inspection;
"Law Enforcement Purposes"	means the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security;
"LBS"	has the same meaning as Location Based Service;
"LBS Service"	means the service provided by the EM Network Contractor for performing LBS lookups, see also GSM LBS;
"LCIA"	means the London Court of International Arbitration;
"LCIA Rules"	means the LCIA procedural rules in force at the Commencement Date;

"LED"	means Law Enforcement Directive (Directive (EU) 2016/680);
"Legacy Contractor"	means one of the Contractors which provided electronic monitoring services prior to the provisions of electronic monitoring services by the EM&FS Contractor pursuant to the Interim Services Agreement;
"Legacy Field Officer Equipment"	means any Field Officer Equipment which was used by the personnel of a Legacy Contractor and which is made available for use by Field Officers;
"Legacy Subject Equipment"	means Subject Devices provided by a previous Electronic Monitoring contractor;
"Legal Proceedings"	means any litigation, arbitration, administrative or adjudication or mediation proceedings before or of any court, arbitrator or Relevant Authority;
"Legislation"	<p>means any one or more of the following:</p> <p>(a) any Act of Parliament;</p> <p>(b) any subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978;</p> <p>(c) any exercise of the Royal Prerogative; and</p> <p>(d) any enforceable community right within the meaning of section 2 of the European Communities Act 1972,</p> <p>in each case in the United Kingdom;</p>
"Lessons Learned"	means those items identified where there is a need to modify future behaviours, which may be negative or positive in nature;
"Lessons Learned Log"	means a record of the Lessons Learned, typically recorded following end stage reviews but may also be recorded during the course of a project or other activity;
"Licence"	<p>means a period during which a Subject is released from custody to serve the remainder of his sentence in the community subject to certain conditions, pursuant to:</p> <p>(i) section 250 of the Criminal Justice Act 2003 (home detention curfew and post release licence); and</p> <p>(ii) rule 9 of the Prison rules (release on temporary licence);</p>
"Linked Data"	means a method of publishing structured data so that it can be interlinked to become more useful;
"Live Data"	means all data that is contained within the Live Environment that is used to support the business of the Authority including corporate information, financial information, Personal Data, and Configuration information;
"Live Environment"	means the ICT environment of the Contractor in which the day-to-day business relating to the provision of the EM Services will occur, including all systems, networks, applications, data and supporting devices, products, processes and infrastructure;

"Local Authority Unique Property Reference Number"	means a reference allocated to a single address or property so that it can be uniquely identified;
"Location Based Service"	means an EM Network Service which translates GSM single cell tower information or a REDACTED service which triangulates information from a number of connected cell towers into geolocation co-ordinates, typically used as a second or third source of location verification to a GNSS based source;
"Location Data"	means point data that is spatially referenced using latitude and longitude coordinate values. The latitude and longitude values can be supplemented by additional detail and this varies depending on the source of the data. Typical sources include GNSS, LBS and GSM LBS;
"Location Message"	means a Message recorded in accordance with the configured Location Monitoring conditions;
"Location Monitoring"	means EM of a Subject pursuant to an Order or Licence which requires the tracking of the Subject's whereabouts;
"Location Tag"	<p>means a device worn by a Subject as a result of a requirement for EM set out in an Order or Licence for the purposes of Location Monitoring, which may also include a requirement for Curfew Monitoring;</p> <p>Note 1 – a location tag may also provide the ability to perform Curfew Monitoring using RF rather than Location Data.</p> <p>Note 2 – a location tag may also include a separate 'hand-held' or 'pocket' device paired with the body worn device which provides the Location Data;</p>
"Look and Feel"	has the same meaning as that used in the ICT industry to describe characteristics of the presentation and behaviour of a user interface;
"Losses"	means Direct Losses and Indirect Losses together;
"Low Battery"	means the state when the battery charge level in the Subject Device falls below a predetermined level but where the Subject Device continues to function;
"Low Battery Event"	means an Event generated when the Subject Device enters a Low Battery state;
"Major Incident"	means a Priority 1 Incident or a Priority 2 Incident, except in the case of the Mobile Network, in which case a Priority 0 Incident or a Priority 1 Incident;
"Managed Hosting Services"	means the combination of hosting services and associated Technical Design Authority responsibilities as defined in Schedule 30 (Managed Hosting Services) of this Contract;
Managed Hosting Services User	means a user of the Managed Hosting Services as defined in Schedule 30 (Managed Hosting Services) of this Contract;
"Management Information"	means the information to be provided by the Contractor for the on-going management of the EM Service;

"Management of Dependencies"	means the Authority's process for the management of Dependencies;
"Management Supervision Trigger"	means where the Authority reasonably believes that it needs to take action in connection with the performance of the Services: (a) upon a breach by the Contractor of any of its obligations under this Contract which materially and adversely affects the performance of the Services; (b) where there is no breach by the Contractor but the Authority considers that the circumstances constitute an emergency; (c) where there is no breach by the Contractor but the Authority considers that the occurrence of a breach which materially and adversely affects the performance of the Services is highly likely; (d) because a serious risk exists to the health or safety of persons or property or to the environment; and/or (e) to discharge a statutory duty or to comply with a direction of a Relevant Authority;
"Map"	means a representation of the earth's surface or part of it, showing the geographical distributions and positions, of natural or artificial features such as roads, towns, relief. This can be overlaid with geospatially referenced data or reference layers for additional context. The representation can be either derived from vector mapping, as supplied as part of the Ordnance Survey Public Sector Mapping Agreement or raster data, typically Aerial Imagery;
"MAPPA"	means a Multi-Agency Public Protection Arrangement under the Criminal Justice Act 2003;
"Master Time Source"	means the time source provided by the EM&FS Contractor in the Primary Data Centre and Secondary Data Centre for the accurate synchronisation of relevant components of the EM Services;
"Memorandum of Understanding"	means a formal document defining agreed processes between two (2) or more organisations;
"Message"	means data that is recorded by the Subject Device according to its configured Recording Rate (such as a Location Message) or a Control Message or Configuration Message received by the Subject Device; Note - In relation to the handling of Messages, the following terms have the following meanings: - "log" means to make an entry in a log of the condition having occurred; - "record" and "store" mean to place the associated data in the designated storage location; - "retain" means to keep the associated data in storage until either expiry in line with the Data Retention Policy or an instruction to delete the data is received from the Authority; and - "process" means to parse, analyse and act upon the contents of the associated data.
"MHSP"	has the same meaning as Monthly Hardware Service Payment;
"Microsoft Government Assurance Pack"	means the joint publication by CESG and Microsoft, which provides a common starting point for departments or their system integrators to build a more secure workstation environment;

"Milestone"	means an event or task in the Mobilisation Plan that is described as such;
"Milestone Date"	means the date relating to a Milestone set out in the Mobilisation Plan by which the relevant Milestone must be successfully completed, including (where applicable) successful Acceptance;
"Milestone Payment"	means a proportion of total mobilisation cost associated with a particular Payment Milestone as set out in Schedule 6 (Price and Payment Mechanism);
"MINT"	means the Authority Managed Interconnect;
"MMFP"	has the same meaning as Monthly Management Fee Payment;
"MMS"	has the same meaning as Multimedia Message Service;
"Mobile Network"	means the national cellular network provided by the EM Network Contractor used for the communication of voice and data;
"Mobilisation"	means the activities of the Contractor relating to the period leading up to the Services Commencement Date;
"Mobilisation Payment"	means any Milestone Payments and/or Redundancy Charges payable, less any Delay Deductions;
"Mobilisation Phase"	means the period commencing on the Commencement Date and ending on the Contract Performance Point;
"Mobilisation Plan"	means the plan to be produced by the Contractor covering the full extent of the Mobilisation Phase;
"Mobilisation Profit Payment"	means the component of the Monthly Management Fee Payment relating to the profit element of mobilisation charges;
"Mobilisation Risk Payment"	means the component of the Monthly Management Fee Payment relating to the risk element of mobilisation charges;
"MoJ Threat Assessment"	means a document controlled by the MoJ IT Security Officer that sets out the baseline for MoJ ICT Information Assurance Standard No 1&2 technical risk assessments identifying the values for threat sources and threat actors;
"Monitoring"	means the activities conducted by the EM Contractors in relation to one or more Subjects to determine compliance with their Order(s) and/or Licence(s) and "Monitored" shall be construed accordingly;
"Monitoring Centre"	means the EM&FS Contractor's Premises from which the EM&FS Contractor performs the Monitoring;
"Monitoring Centre Officer"	means a member of the EM&FS Contractor's Staff located at the Monitoring Centre involved in performing the Monitoring;
"Monitoring Data"	means all Events and Messages associated with Monitoring;
"Monitoring Decision Tree"	means the document of that name to be used by the EM&FS Contractor during Monitoring;
"Monitoring Equipment"	means the Subject Devices and the Field Officer Equipment;

"Monitoring Schedules"	means time schedules denoting an active or inactive period for Monitoring, as applicable;
"Month"	means a calendar month and "Monthly" shall be construed accordingly;
"Monthly Contract Price"	means the price for each Month calculated in accordance with Schedule 6 (Price and Payment Mechanism);
"Monthly Hardware Service Payment"	means the payment of the same name in Schedule 6 (Price and Payment Mechanism);
"Monthly Management Fee Payment"	means the payment of the same name in Schedule 6 (Price and Payment Mechanism);
"Monthly Payment"	means the payment of the same name in Schedule 6 (Price and Payment Mechanism);
"Monthly Payment Report"	means a report submitted by the Contractor in relation to the associated Month's charges;
"Monthly Software Service Payment"	means the payment of the same name in Schedule 6 (Price and Payment Mechanism);
"Monthly Report"	means a report provided by the Contractor to the EM&FS Contractor detailing service performance or MI on performance of the EM Services for which the Contractor is responsible for the associated period;
"MP"	has the same meaning as Monthly Payment;
"MPN"	means mobile phone number;
"MSISDN"	means mobile subscriber ISDN number;
"MSSP"	has the same meaning as Monthly Software Service Payment;
"Multimedia Message Service"	means the multimedia message service which allows text messages and/or pictures to be sent and received from mobile equipment;
"Multiple Requirement Order"	means a Community Order, Suspended Sentence Order or Youth Rehabilitation Order in each case which is not a Single Requirement Order;
"N+1 Hardware Configuration"	means that every hardware component (N) required to fulfil a computing function, shall have at least one independent backup component (+1) at that location;
"Nacro"	means the registered charity of that name with number 226171 that provides crime reduction services including offender management;
"NAT"	has the same meaning as Network Address Translation;
"National Offender Management Service"	means HM Prisons and Probation Service, an executive agency of the Ministry of Justice, HMPPS means the same;
"National Probation Service"	means the agency of Her Majesty's Prison & Probation Service that is responsible for the supervision of offenders released into the community;
"NCC"	means NCC Group Plc, as the provider of escrow services to the Authority;

"NCSC"	means National Cyber Security Centre;
"Necessary Change"	means a Change that is necessitated by a change in any Legislation;
"Net Assets"	means, in relation to any Relevant Period, total assets less total liabilities (excluding capital and reserves). Total assets should include: fixed assets, including tangible assets, intangible assets and investments; deferred tax assets; and current assets, including stock, debtors, Cash and Cash Equivalent Investments. Total liabilities should include: Total Debt; creditors; provisions; deferred tax liabilities; and pension deficits;
"Net Interest Payable"	means, in relation to any Relevant Period, Interest Payable for that Relevant Period less Interest Receivable for that Relevant Period;
"Network Access Control Device"	means a router, switch, bridge, hub or similar network device used to point to an End User Device;
"Network Address Translation"	means the process of modifying IP address information in IP packet headers while in transit across a traffic routing device;
"Network Design"	means the detailed design of the EM Network;
"Network Intrusion Detection System"	means a system that attempts to discover unauthorised access to a computer network by analysing traffic on the network for signs of malicious activity;
"New Contractor"	means any person or organisation which has entered into or will enter into a new contract with the Authority for the provision of services which are the same as or similar to all or any part of the EM Services (including the Authority or any other Agency where any part of such provision will be made by the Authority or Agency);
"NIDS"	has the same meaning as Network Intrusion Detection System;
"NMEA"	means the National Marine Electronics Association;
"No Comms"	means an area of England and Wales where there is no GSM signal available to the Subject Devices;
"No Comms Install"	means an Installation carried out where there is No Comms and where the Subject will be monitored via RAM visits until a PSTN line is installed;
"Node Device"	means an item of equipment that is connected to the IP network, including but not limited to Subject Device, server, router;
"NOMS"	has the same meaning as National Offender Management Service;
"Non-Compliance Event"	means any instance of non-compliance by a Subject with the terms of their Order or Licence, which triggers such an Event;
"Non-Embedded SIM Card"	means a SIM Card that is not an Embedded SIM Card (such that it is installed in Monitoring Equipment outside of the production process, potentially by an EM Contractor that is other than the EM Hardware Contractor);
"Notice of Adjudication"	means a notice to commence EM Adjudication served by any Party on all other relevant Parties pursuant to Appendix 1 of Schedule 3 (Dispute Resolution);

"Notice of Dispute"	means a notice of Dispute served by one EM Contractor, the Authority or Related Organisation on the other EM Contractors, the Authority or Related Organisations pursuant to Appendix 1 of Schedule 23 (Dispute Resolution) of each EM Services Contract;
"Notice of Dissatisfaction"	means a notice raised by a Disputing Party in respect of an Adjudicator's Determination, following which that Disputing Party shall be entitled to issue proceedings in the English Courts in respect of a Dispute;
"Notice of Necessary Change"	means a Change Notice relating to a Necessary Change;
"Notice of Proposed Change"	means a Change Notice relating to a proposed Change;
"Notification"	<p>means a notice provided to the EM&FS Contractor by a Notifying Organisation that contains:</p> <p>(i) the terms of a requirement for EM as set out in a particular Order or Licence including but not limited to whether:</p> <p>(ii) the Order or Licence requires Curfew Monitoring, or Location Monitoring;</p> <p>(iii) the Order is a Single Requirement Order or Multiple Requirement Order;</p> <p>(iv) the Order or Licence relates to an adult or juvenile;</p> <p>(v) the terms of any variation to an EM requirement under a particular Order or Licence;</p> <p>(vi) the termination of an EM requirement under any particular Order or Licence or the termination of such Order or Licence;</p>
"Notified Extension Period"	means a period of twelve (12) Months as notified by the Authority for the purposes of extending the Term;
"Notifying Organisation"	<p>means an organisation (including a Related Organisation) that provides a Notification to the EM&FS Contractor which shall comprise:</p> <p>(i) a Court;</p> <p>(ii) UK Visas and Immigration and Immigration Enforcement;</p> <p>(iii) Home Office; or</p> <p>(iv) HM Prison Service;</p>
"NPIA"	means National Policing Improvement Agency;
"NPS"	has the same meaning as National Probation Service;
"NTP"	means network time protocol;
"OAT"	has the same meaning as Operational Acceptance Testing;
"Obfuscated Live Data"	means a copy of Live Data that has been changed such that sensitive data is effectively hidden in a consistent manner so that business rules and referential integrity rules are kept intact - other than the 'shape' of the data obfuscated data tends to change all elements of the data set rather than selected ones as would be the case for Anonymised Live Data;

"Observer"	means such person appointed by the Authority as may reasonably be required to observe, monitor, review and/or audit the Contractor;
"OLA"	has the same meaning as Operating Level Agreement;
"On-Boarding Assistance"	means the provision of assistance by the Contractor in relation to on-boarding of a New Contractor, which is other than general assistance;
"Open Book Report"	means report of the same name maintained by the Contractor in accordance with Schedule 6 (Price and Payment Mechanism) and in the form agreed between the Parties;
"Open Geospatial Consortium Standards"	means the standards produced by the Open Geospatial Consortium that describes a basic data model for representing geographic features;
"Open Source Software Components"	means a set of components with their source code made available and licensed whereby the copyright holder provides the rights to study, change and distribute the software to anyone and for any purpose;
"Open Standard Protocol"	means the standards made available to the general public and are developed (or approved) and maintained via a collaborative and consensus driven process. 'Open Standards' facilitate interoperability and data exchange among different products or services and are intended for widespread adoption, as defined by the ITU;
"Operational Acceptance Testing"	means the conducting of operational readiness (pre-release) of a product, service or system as part of a quality management system, has the same meaning as OAT;
"Operating Level Agreement"	means an agreement to be entered into between the EM Contractors for the purposes of agreeing the interactions in support of operational processes;
"Operating Manual"	means the manual produced by the EM&FS Contractor setting out details of its operating procedures for the provision of the EM&FS Services;
"Operating Model"	means the multi-contractor model for the provision of EM Services, comprising the EM&FS Services, the EM Monitoring and Mapping Services, the EM Hardware Services and the EM Network Services, along with the Authority and Related Organisations;
"Option Year"	means any Contract Year after the initial term of the Contract;
"Order"	means an order or other authorisation for EM on a Subject, including but not limited to: (i) Community Orders; (ii) Suspended Sentence Orders; (iii) Bail Orders; (iv) a Youth Rehabilitation Order; (v) Detention and Training Order; (vi) subject to Parliamentary approval, Supervision Default Orders under the Offender Rehabilitation Act 2014; (vii) Section 256B Supervision; (viii) TPIMS Notices; (ix) SIAC Bail Orders; and (x) Immigration Bail;

"Ordnance Survey Public Sector Mapping Agreement"	means the agreement for access to national mapping as provided by the Ordnance Survey at http://www.ordnancesurvey.co.uk/business-and-government/public-sector/mapping-agreements/ ;
"OSCT"	means the Office for Security and Counter Terrorism directorate of the Home Office;
"OSI"	means the Open Systems Interconnection model, which is a conceptual model that characterises and standardises the internal functions of a communication system by partitioning it into abstraction layers, as defined by ISO/IEC 7498-1:1994;
"Outage"	means a Planned Outage, Unplanned Outage or Emergency Outage;
"Ownership"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through a legal, beneficial or equitable interest in shares (including the voting rights conferred on those shares), control over the right to appoint or remove directors, by contract or otherwise);
"Po"	has the same meaning as Priority 0;
"P1"	has the same meaning as Priority 1;
"P2"	has the same meaning as Priority 2;
"P3"	has the same meaning as Priority 3;
"P4"	has the same meaning as Priority 4;
"Paired"	means a Tag that is associated with one or more HMUs via a defined pairing process administered by the Field Officer;
"Parent Company Guarantee"	means the guarantee to be entered into in accordance with Schedule 9 (Parent Company Guarantee);
"Parties"	has the meaning given in the Recitals of this Contract;
"Party"	has the meaning given in the Recitals of this Contract;
"Patch Management Plan"	means a plan that defines how and when security patches must be applied;
"Payment Milestone"	means a Milestone which is subject to the Milestone Charge by the Authority, as identified in Schedule 6 (Price and Payment Mechanism), which requires the Contractor to obtain Acceptance of applicable Document Deliverables, Deliverables and Milestones as correspondingly described in Schedule 24 (Acceptance Procedure) prior to a Milestone Payment;
"Percentage Profit Share"	means where on an annual basis the Contractor achieves an Actual Gain greater than the MMFP for the year;
"Performance Monitoring Report"	means a report relating to an EM Contractor's performance;
"Performance Monitoring System"	means the Contractor's system for managing its performance monitoring and reporting obligations as described in Schedule 7 (Contract Delivery Indicators);

"Performance Review Meeting"	means a meeting held between the Contractor and the Authority for the purposes of reviewing one or more Performance Monitoring Reports;
"Period of Insurance"	means the associated period for an insurance policy as set out in Schedule 22 (Insurance Requirements);
"Persistent Breach"	means a breach which has continued for more than fourteen (14) Days or occurred more than three (3) times in any six (6) Month period and which, following written notice by the Authority identifying the breach(es) and stating that it or they may result in termination if they recur or continue, continue for more than twenty (20) Days or recur in two (2) or more Months within the six (6) Month period after the date on which such notice is served on the Contractor;
"Persistent Database Storage"	means the relational database used to hold data used by the EM Monitoring and Mapping Service;
"Personal Data"	has the meaning given in the GDPR;
"Personal Data Breach"	has the meaning given in the GDPR;
"Pilot Testing"	means one or more Test Sets designed to test the complete system using a controlled set of end users, in one or more specified locations;
"Planned Acceptance Date"	means the date by which the Authority will notify the Contractor in whether the Documentary Deliverable, Deliverable or Milestone is Accepted or not;
"Planned Completion Date"	means the date for planned completion of a Payment Milestone;
"Planned Outage"	means the planned suspension of part or the whole of the EM Services during any modification or maintenance of such services;
"PMO"	has the same meaning as Programme Management Office;
"Points of Interest"	means the Ordnance Survey 'Points of Interest (PoI)', containing information for over four (4) million places across Great Britain, sorted into more than 600 classifications;
"PoPs"	means points of presence;
"Portable Electronic Devices"	means any portable electronic device that has the ability to transmit, record, or store information including laptops, mobile telephones or other wireless data/information transmission devices, or personal digital assistants;
"Port Address Translation"	has the same meaning as Network Address Translation;
"Portal"	means the portal established for Service Users to access the EM Services;
"Portal Super User"	means a Portal User having elevated Privileges for the purposes of adding, amending and removing Portal Users for their organisation;
"Portal User"	means a Service User who is authorised to use the Portal;
"PPCS"	means NOMS Public Protection Casework Section;

"PPO"	has the same meaning as Prolific and other Priority Offender;
"Pre-production"	means the environment used for Testing during the Mobilisation Phase and, from the Services Commencement Date, for supporting resolution of Incidents in Production as well as for the final phases of Testing of new Releases;
"Prescribed Rate"	REDACTED
"Previous Contract"	means the contract(s) under which services that are being replaced by the EM Services (in whole or in part) were carried out by the Previous Contractor;
"Previous Contractors"	means G4S Care and Justice Services (UK) Limited and Serco Geografix Limited, which are sub-contractors of the EM&FS Contractor under the Interim Services Agreement;
"Previous Contractor Transferring Employee"	means an employee who is an employee of a Previous Contractor (or any sub-contractor of a Previous Contractor) immediately prior to the Services Commencement Dates and assigned to carry out the services that are being replaced by the Services to be carried out by the Contractor or any sub-contractor under this Contract, less any person who prior to a Relevant Vesting Day objects under Regulation 4(7) of TUPE or the provisions of any successor legislation to his or her contract of employment being transferred;
"Primary Data Centre"	means the data centre with REDACTED as provided by the EM&FS Contractor for the hosting of the relevant parts of Production;
"Primary Trace Link Direction"	means when a Trace Link is traversed from its specified Source Artefact to its specified Target Artefact, it is being used in the primary direction as specified, as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
"Prince2"	means the Projects IN Controlled Environments, version 2 project management methodology;
"Priority"	has the same meaning as Priority Level;
"Priority 0"	means the corresponding priority 0 level set out in Schedule 7 (Contract Delivery Indicators) for the associated service;
"Priority 1"	means the corresponding priority 1 level set out in Schedule 7 (Contract Delivery Indicators) for the associated service;
"Priority 1 Test Incident Report"	means the corresponding priority 1 level set out in the EM Programme Test Strategy for a Test Incident Report;
"Priority 2"	means the corresponding priority 2 level set out in Schedule 7 (Contract Delivery Indicators) for the associated service;
"Priority 2 Test Incident Report"	means the corresponding priority 2 level set out in the EM Programme Test Strategy for a Test Incident Report;
"Priority 3"	means the corresponding priority 3 level set out in Schedule 7 (Contract Delivery Indicators) for the associated service;

"Priority 3 Test Incident Report"	means the corresponding priority 3 level set out in the EM Programme Test Strategy for a Test Incident Report;
"Priority 4"	means the corresponding priority 4 level set out in Schedule 7 (Contract Delivery Indicators) for the associated service;
"Priority 4 Test Incident Report"	means the corresponding priority 4 level set out in the EM Programme Test Strategy for a Test Incident Report;
"Priority 5"	means the corresponding priority 5 level set out in Schedule 7 (Contract Delivery Indicators) for the associated service;
"Priority 5 Test Incident Report"	means the corresponding priority 5 level set out in the EM Programme Test Strategy for a Test Incident Report;
"Priority Level"	means the priority associated with an Incident or Issue as either Priority 0, Priority 1, Priority 2, Priority 3, Priority 4 or Priority 5, as applicable for the associated service;
"Prison NOMIS"	means the Prison National Offender Management Information System, an electronic case management system for offenders in public sector prisons;
"Privacy Impact Assessment"	shall have the meaning set out in CESG IA Top Tip 2013/02 and by the Information Commissioner's Office;
"Private Mobile Datalink Service"	means the service of the same name provided by the EM Network Contractor, which connects the EM Network Contractor's mobile data network and the Authority's LAN. It is comprised of: a) one or more mobile APNs assigned by the EM Network Contractor to the Authority; b) point to point Ethernet circuit (Etherway Access and Etherflow Connected); c) one or more Authority provided managed routers; d) provisioning and maintenance of the Datalink up to the Connection Point. ;
"Privilege"	means the ability provided to a user group to perform functions on an IT system, with restrictions to such ability based on user profile;
"Proceedings"	means any legal action or proceedings arising out of or in connection with an EM Contract;
"Process"	has the meaning given to it under the Data Protection Legislation and, for the purposes of the Contract, it shall include both manual and automatic processing, and "Processing" shall be construed accordingly;
"Processor"	has the meaning given by the GDPR;

"Product"	<p>means, in relation to the EM Hardware Contractor, any of the following:</p> <p>(a) Tag;</p> <p>(b) Strap;</p> <p>(c) Home Monitoring Unit;</p> <p>(d) Field Officer Equipment;</p> <p>(e) Clip;</p> <p>(f) Wall Charger; and</p> <p>(g) Cordless Charger;</p> <p>(including all related spare parts, tools and consumables) and such term shall, where the context so requires, refer to the Products ordered and supplied under the EM Hardware Contractor's EM Services Contract;</p>
"Product Deliverables"	means each of the Products and any repairs or replacements to such Products, all other materials which are incorporated into any of the Products (including as a result of repair or replacement), and Product Information.
"Product Description"	means a document in the form set out in Appendix 2 of Schedule 24 (Acceptance Procedure) describing a Documentary Deliverable, Deliverable or Milestone (as applicable) and containing all associated Acceptance Criteria for such Documentary Deliverable, Deliverable or Milestone (as applicable);
"Product Information"	means a complete electronic and hard copy file in the format agreed with the Authority containing a detailed description of the Products;
"Production"	has the same meaning as Live Environment;
"Product Order"	means an order for Products submitted by the Authority or a Related Organisation;
"Product Recall"	means an action taken by the Authority and/or an action instructed to be taken by the Authority (as applicable) to remove a Product from circulation or usage;
"Product Stocks"	<p>means all:</p> <p>(a) stocks of Products (including those partially manufactured); and</p> <p>(b) all related Product spare parts and consumables;</p>
"Programme Management Office"	means the Authority's office of that name relating to the management of the EM Services;

"Prohibited Act"	<p>means:</p> <p>(a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward:</p> <p>(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Crown; or</p> <p>(ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown;</p> <p>(b) entering into this Contract or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment of such commission have been disclosed in writing to the Authority;</p> <p>(c) committing any offence:</p> <p>(i) under the Prevention of Corruption Acts 1889-1916 or the Bribery Act 2010;</p> <p>(ii) under Legislation creating offences in respect of fraudulent acts; or</p> <p>(iii) at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Crown; or</p> <p>(d) defrauding or attempting to defraud or conspiring to defraud the Crown;</p>
"Project Specific IPR"	<p>means:</p> <p>(a) all Intellectual Property Rights developed or created by the Contractor, its Affiliates and/or any Sub-Contractor (or by a Third-Party on behalf of the Contractor, or such Affiliate and/or Sub-Contractor) for the purposes of the EM Competitions, and/or the Collaboration Agreement and/or this Contract; and/or</p> <p>(b) all Intellectual Property Rights arising out of, as a result of or in connection with the participation by the Contractor in the EM Competitions and/or the performance of the Contractor's obligations under the Collaboration Agreement and/or this Contract, including all Intellectual Property Rights falling within (a) and/or (b) above in and to the Operating Manual, the non-software elements of the APIs, the EM Competitions Model and/or in any procedures, methods and know-how (all as may be modified from time to time);</p>
"Prolific and other Priority Offender"	<p>means those Subjects who have been selected as prolific and other priority offenders by Crime and Disorder Reduction Partnerships and Local Criminal Justice Boards from time to time, based upon local criteria, with particular reference to the volume of crime they are committing and the impact on their local community;</p>
"Proof of Concept"	<p>means a demonstration of a potential EM Service by one or more EM Contractors, the purpose of which is to verify that certain concepts or theories have the potential for real-world application;</p>
"Protectively Marked"	<p>has the meaning as set out in the Security Policy Framework (noting that the SAL defines how information handled as part of this Contract must be marked);</p>
"Protective Marking"	<p>shall have the meaning set out in the latest version of the Government Security Classification Policy;</p>

"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
"Protective Monitoring"	means the whole process of recording information, subsequently analysing it, and comparing it to an accepted Security Policy, with corrective actions that may follow;
"PSMA"	has the same meaning as Public Sector Mapping Agreement;
"PSN"	has the same meaning as Public Services Network;
"PSN Code of Connection"	means the obligations and requirements for PSN customers wanting to participate in the PSN, together with all documents annexed to it and referenced within it as set out in the PSN Framework Agreement;
"PSN Code of Interconnection"	means the obligations and requirements for direct network service providers connecting directly to the government conveyance network, together with all documents annexed to it and referenced within it, as set out in the PSN Framework Agreement;
"PSN Code of Practice"	means the obligations and requirements for PSN service providers wanting to participate in the PSN, but not wanting to connect directly to the government conveyance network together with all documents annexed to it and referenced within it, as set out in the PSN Framework Agreement;
"PSN Compliance Conditions"	means the governance, technical, security and other conditions applied to the PSN as specified from time to time by the PSNA (the Government body which will administer the PSN from time to time (with assistance from other parties)) including but not limited to the PSN Code of Practice, the PSN Code of Interconnection and the PSN Code of Connection;
"PSN Operating Model"	means the Public Sector Network that provides public sector organisations, government departments and local authorities with secure connectivity, data, mobility and collaboration services;
"PSTN"	means public switched telecommunications network;
"Public Services Network" (formally known as "Public Sector Network")	means a UK Government programme to unify the provisions of network infrastructure across the United Kingdom public sector into an interconnected "network of networks";
"Quality Plan"	means a document specifying which processes, procedures and associated resources will be applied by whom and when, to meet the requirements of a specific project, product, process or contract, as defined by ISO 10005:2005;
"Quarter"	means a period of three (3) consecutive Months;
"Quarterly Summary"	means a written summary of the Monthly EM Performance Monitoring Reports that were prepared during the associated Quarter;
"RA"	has the same meaning as Risk Assessment;

"Radio Access Network"	means the elements of the Mobile Network which control the transmission and reception of radio signals to and from the SIM Cards and provide connection to the Core Network;
"RAID"	means risks, assumptions, issues and dependencies;
"RAM"	means Remote Alternative Monitoring or random-access memory as the context dictates;
"RAN"	has the same meaning as Radio Access Network;
"Rating Providers"	means D&B and Equifax;
"Raw Alert"	means an Alert in its original form as constructed by the sender, prior to any processing or transformation by the recipient;
"Raw Data"	means data in the form originally received, prior to any transformation;
"Raw Event"	means an Event in its original form as constructed by the sender, prior to any processing or transformation by the recipient;
"Raw Message"	means a Message in its original form as constructed by the sender, prior to any processing or transformation by the recipient;
"RBAC"	means role based access control;
"RCA"	has the same meaning as Root Cause Analysis;
"Recompetition Data"	means data submitted as part of the recompetition exercise;
"Recordable Events"	means a subset of events that can be recorded as part of Recording Profile and that implies the need to record a set of Accounting Items as part of the accounting process, as defined by GPG13;
"Recording Profile"	means sets of Recordable Events and Accounting Items that contribute to a specific level of protection, as defined by GPG13;
"Recording Rate"	means the frequency at which a Location Tag records data from its Location Monitoring technologies and associated Status Information into its local memory;
"Recovery Point Objective"	means the point to which information used by an activity must be restored to enable the activity to operate on resumption, as defined by ISO 22301:2012;
"Recovery Time Objective"	means the period of time following an incident within which the product or service must be resumed, or the activity must be resumed, or resources must be recovered, as defined by ISO 22301:2012;
"Rectification Notice"	means a notice issued by the Authority requiring the rectification of an aspect of the EM Services;
"Redundancy Payment"	means the payment in respect of planned and agreed redundancies identified in the Mobilisation Plan calculated on the basis set out in Schedule 6 (Price and Payment Mechanism);

"Rejection Notice"	means a notice in the form set out in Appendix 3 to Schedule 24 (Acceptance Procedure) drafted and issued by the Authority to the Contractor confirming that a Documentary Deliverable or any other Deliverable or Milestone or Payment Milestone that is subject to Acceptance under Schedule 24 (Acceptance Procedure), has not achieved its Acceptance Criteria;
"Related Organisation"	means a public sector organisation that is: (a) a police force; or (b) a body established by the Crown or under statute (and may include any body that is not a separate legal person); or (c) a body nominated by the Authority as such under this Contract;
"Release"	means a particular version of a set of new and/or changed Configuration Items made available to a wider community (e.g. a release into testing or a release into the Live Environment);
"Release on Temporary Licence"	means the temporary release of a prisoner in accordance with Rule 9 of the Prison Rules 1999;
"Relevant Agreement"	means any of the following agreements: any of the EM Services Contracts, any parent company guarantee in respect of any of the EM Services Contracts and the Collaboration Agreement;
"Relevant Authority"	means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union and the Equality and Human Rights Commission (or any other body with statutory powers to deal with equality issues);
"Relevant Date"	means each date with effect from which the provision of any of the EM Services under this Contract terminates;
"Relevant Employees"	means those individuals who immediately prior to the Relevant Date are employed, assigned or engaged in the provision of the Services or, in the case of the termination of the provision of part but not all of the Services, the relevant part of the Services and who become employees of the New Contractor on the Relevant Date;
"Relevant Period"	means: (a) each financial year of the Contractor or the Guarantor (as applicable); and (b) each period beginning on the first day of the second half of a financial year of the Contractor or the Guarantor (as applicable) and ending on the last day of the first half of its next financial year;
"Relevant Transfer"	means in respect of a Transfer, a transfer to the Contractor or an Employing Sub-Contractor (as applicable) of Previous Contractor Transferring Employees pursuant to this Contract or TUPE or any successor legislation, as applicable;
"Relevant Vesting Day"	means the date on which a Relevant Transfer is effected for the Previous Contractor Transferring Employees;

"Relief Event"	<p>means:</p> <p>(a) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation and earthquakes;</p> <p>(b) riot, acts of concerted indiscipline, public disorder and/or civil commotion, provided that the Contractor has not, by its acts or omissions caused or contributed to such riot, acts of concerted indiscipline, public disorder and/or civil commotion;</p> <p>(c) failure by any statutory undertaker, utility company, local authority or other like body (in each case, other than another EM Contractor) to carry out works or provide services;</p> <p>(d) any accidental loss or damage to the Authority's Premises or any roads servicing them;</p> <p>(e) any failure or shortage of fuel or transport;</p> <p>(f) any:</p> <p>(i) official or unofficial strike;</p> <p>(ii) lockout;</p> <p>(iii) go-slow; or</p> <p>(iv) other dispute,</p> <p>generally affecting the criminal justice services industry or a significant sector of any of it;</p> <p>(g) exceptionally adverse weather conditions; and</p> <p>(h) human pandemic,</p> <p>unless any of the events listed in Paragraphs (a) to (h) of this definition (inclusive) arises (directly or indirectly) as a result of a breach by the Contractor of its obligations under this Contract or the Collaboration Agreement, the Contractor's negligence or any wilful default or wilful act of the Contractor;</p>
"Remedial Action"	<p>means an activity to be carried out by the Contractor to remedy a defect, Service Failure, Security Incident, vulnerability, default or other failure to satisfy a Service Requirement, which may or may not be specified in a Remediation Plan as the case may be;</p>
"Remediation Plan"	<p>means a plan which will be prepared by the Authority identifying remedial action required to be performed by the Contractor (and other EM Contractors where necessary) in respect of identified Defaults or Service Failures;</p>
"Remediation Plan Process"	<p>means the implementation by the Contractor (and other EM Contractors where necessary) of a Remediation Plan;</p>
"Remote Alternative Monitoring"	<p>means electronic monitoring conducted from outside the Subject's premises in cases where the Field Officer either cannot access the Subject's premises or where there is a failure or lack of communication between the Subject's Home Monitoring Unit and the Monitoring Centre;</p>
"Repeat Acceptance Procedure"	<p>means a repeat of the Acceptance Procedure once all Defects in a previous draft or version of a Documentary Deliverable, Deliverable or Milestone have been addressed;</p>
"Replacement Services"	<p>means the services to be delivered by any New Contractor in place of part or the whole of the EM Services following the termination (for whatever reason) or expiry of this Contract in whole or in part;</p>
"Reporting Rate"	<p>means the frequency at which a Subject Device sends recorded data from its local memory to the EM Monitoring and Mapping Service;</p>

"Request for Change"	has the same meaning as Change Request;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply);
"Requirements Traceability"	means the ability to describe and follow the life of a requirement in both a forwards and backwards direction (i.e. from its origins, through its development and specification, to its subsequent deployment and use, and through periods of ongoing refinement iteration in any of these phases), as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
"Requirements Traceability Matrix"	means that part of the Traceability Matrix dealing with Requirements Traceability;
"Restoration Time"	means the target time for resolution of an Incident from time of Incident declaration;
"Response Time"	means the time taken for an identified action, for the time that a Service Failure or Incident is logged with the Contractor;
"Restricted Third-Party"	means any person: (a) whose activities do or could, in the reasonable opinion of the Authority, pose a threat to national security or are incompatible with any operations or activities carried out by the Authority for the purposes contemplated by this Contract or any other of the Authority's legal duties or other functions; and/or (b) who is, in the reasonable opinion of the Authority, inappropriate because the Authority has received specific information from the Crown, the Serious Fraud Office or the Crown Prosecution Service about the unsuitability of the proposed new Third-Party to act in relation to the Contract;
"Retendering Period"	means any period identified in the relevant Exit Assistance Notice for retendering by the Authority of any EM Services Contract (or any part thereof);
"Retention Amount"	means the proportion of each Milestone Payment, that the Authority shall not be required to pay and the Contractor shall not invoice for, until CPP;
"Retrospective Monitoring"	means Location Monitoring of a Subject where the Case Manager reviews a recording of the Subject's movements retrospectively (as opposed to monitoring such movement live);
"Revenue Expenditure"	means any expenditure which falls to be treated as revenue expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time;
"Reverse Trace Link Direction"	means when a Trace Link is traversed from its specified Target Artefact to its specified Source Artefact, it is being used in the reverse direction to its specification, as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
"RF"	means Radio Frequency;

"RF Device"	means a radio frequency device worn by a Subject as a result of a requirement for EM set out in an Order or Licence for the purposes of Curfew Monitoring only;
"Risk Assessment"	means a process to analyse threats, vulnerabilities, potential impacts which are associated with business activities, in accordance the Security Policy Framework;
"Risk Management Accreditation Document Set"	means the documentation, often a portfolio, which specifies the risk management measures, accreditation policy, and status of an ICT system;
"Risk Register"	means a detailed record of the risks as identified by a risk assessment methodology. An owner should be identified for each risk. Where a risk is to be reduced there should be a cross reference to the Risk Treatment Plan, as defined in HMG IA Standard No. 1 & 2;
"Risk Treatment Plan"	means a plan which should contain detail on the risks that have to be reduced. It provides details on the countermeasures that are being applied and the ownership of them. It will also record the implementation status of each countermeasure;
"RMADS"	has the same meaning as Risk Management Accreditation Document Set;
"RMSE"	has the same meaning as root mean square error;
"Roadmap"	means a roadmap maintained by the Contractor setting out potential innovation changes to the EM Services;
"RoHS"	means The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012, as amended;
"Root Cause Analysis"	means an activity that identifies the root cause of an Incident or Problem. Root cause analysis typically concentrates on IT infrastructure failures, as defined by the 2011 edition of the ITIL Glossary and Abbreviations;
"ROTL"	has the same meaning as Release on Temporary Licence;
"RPO"	has the same meaning as Recovery Point Objective;
"RTO"	has the same meaning as Recovery Time Objective;
"Russian Global Navigation Satellite Syatem"	means the navigation system with the name GLONASS, established by the Russian Federal Space Agency as an alternative to GPS;
"SaaS"	has the same meaning as Software as a Service;
"Safeguarding"	means any activities relating to the safeguarding of vulnerable people, whether pursuant to the Safeguarding of Vulnerable Persons Act 2006 or otherwise;
"Safety Officer"	means a suitably qualified person acceptable to the Authority to co-ordinate all matters concerning safety;
"SAL"	has the same meaning as Security Aspects Letter;
"Sampling Rate"	means the frequency at which a Location Tag samples its Location Monitoring technologies;

"SAT"	has the same meaning as Service Acceptance Testing;
"Satisfaction Survey"	means surveys conducted in respect of end users to determine the level of performance of a part or the whole of the EM Services, as applicable;
"SC"	has the same meaning as Security Check;
"SCD"	has the same meaning as Services Commencement Date;
"SCED"	has the same meaning as Supply Chain Entity Disclosure;
"SCN"	means SIM card number;
"SDI"	means Spatial Data Infrastructure;
"SEAP"	means HMG's Security Equipment Approval Panel;
"Secondary Data Centre"	means the data centre with REDACTED as provided by the EM&FS Contractor for the hosting of the relevant parts of Pre-production and the Disaster Recovery Solution;
"Second Line Support"	means support provided by technicians having more experience than First Line Support technicians who manage Incidents raised by First Line Support as agreed in documented Service Level Agreement timelines. Second line support technicians follow documented processes and workflows provided by the Authority or higher-level support representatives, vendors, product management, etc. They are expected to escalate to Third Line Support when documentation is insufficient to complete the tasks or does not solve the Incident;
"Security Aspects Letter"	means a letter provided to the Contractor by the Authority defining security responsibilities;
"Security Case"	means the description of how all of the identified risks have been satisfactorily treated. It includes the list of risks, a description of application of all controls, the assurance plan and any functional or assurance gaps that may be present, as defined by the Security Policy Framework and HMG IA Standard No. 1 & 2;
"Security Check"	means a level of national security clearance checks for persons with access to assets of a national security significance as set out in the Security Policy Framework;
"Security Controller"	means the Contractor's representative responsible for security
"Security Harden"	means the process of restricting unnecessary services on an IT device;
"Security Incident"	means any adverse event whereby some aspect of computer security could be threatened, including loss of data Confidentiality, disruption of data or system Integrity, or loss or denial of Availability;
"Security Management Plan"	means the Contractor's plan for implementing the requirements identified within Schedule 13 (Security);
"Security Operating Procedures"	has the meaning set out in HMG IA Standard No. 1 & 2;
"Security Policy"	means the Authority's document of the same name;

"Security Policy Framework"	means the Cabinet Office policy of that name (available from the Cabinet Office);
"Security Tests"	means IT Health Checks, penetration tests and other tests of security features as may be required;
"Security Working Group"	means the group with responsibility for the management of Information Assurance as defined in the associated terms of reference;
"Segmentation Model"	has the meaning set out in HMG IA Standards 1&2;
"Self-Certification"	means a written declaration by the Contractor that products, processes, systems, services or person(s) comply with the specified Service Requirement(s);
"Sensitive Personal Data"	has the meaning given in the GDPR;
"Service Acceptance Testing"	means one or more Test Sets designed to test the behaviour of the complete system in the Live Environment, has the same meaning as Service Acceptance Testing;
"Service and System Integrator"	means the organisation responsible for integrating the components and processes from each EM Contractor into a complete EM System capable of supporting the EM Services;
"Service Credit"	means a deduction to the Contract Price made as a result of the occurrence of a failure to meet the threshold applicable to any Contract Delivery Indicator in accordance with Schedule 6 (Price and Payment Mechanism);
"Service Desk"	means the resources and facilities provided by the Contractor for the purposes of raising, responding to and resolving Incidents and queries with the Authority and the EM&FS Contractor (see also EM Service Desk);
"Service Failure"	means any failure by the Contractor to comply with theirs;
"Service Failure Log"	means a log set up for the purposes of recording and managing Service Failures and other Defaults;
"Service Order"	means an order for SIM Cards placed with the EM Network Contractor by the Authority;
"Service Oriented Architecture"	means a software design and software architecture design pattern based on discrete pieces of software providing application functionality as services to other applications;
"Service Request"	means a formal request from a user for something to be provided – for example, a request for information or advice; to reset a password; or to install a workstation for a new user. Service requests are managed by the request fulfilment process, usually in conjunction with the service desk. Service requests may be linked to a request for change as part of fulfilling the request, as defined by the 2011 edition of the ITIL Glossary and Abbreviations;

"Service Requirements"	means the requirements to which the Contractor's solution must comply, as set out in Schedule 2 (Specification) and specified elsewhere in this Contract;
"Services"	means all or any of the services delivered by an EM Contractor under their EM Services Contract;
"Services Commencement Date"	means the Milestone at which the EM&FS Services, EM Monitoring and Mapping Services, the EM Hardware Services and the EM Network Services are live, operational and capable of Monitoring Subjects installed with Subject Devices;
"Services Period"	means the period from the Services Commencement Date until and including the earlier to occur of the Termination Date and the Expiry Date;
"Service Transfer Defect Review Board"	means a Defect Review Board established by the New Contractor to meet on a regular basis for the management of defects throughout the transfer of a Service;
"Service Transfer Test Incident Log"	means a Test Incident Log set up for the purposes of recording and managing Test Incident Reports for testing incidents that occur throughout the transfer of a Service to a New Contractor;
"Service User"	means an individual or organisation performing a defined business function/role in the delivery of EM services – either Notifying Organisation, Case Manager, Enforcement Officer or an Interested Party;
"Severity"	means the severity level of a Test Incident Report, being either Severity 1 Test Incident Report, Severity 2 Test Incident Report, Severity 3 Test Incident Report, Severity 4 Test Incident Report or Severity 5 Test Incident Report;
"Severity 1 Test Incident Report"	means the corresponding severity 1 level set out in the EM Programme Test Strategy for a Test Incident Report;
"Severity 2 Test Incident Report"	means the corresponding severity 2 level set out in the EM Programme Test Strategy for a Test Incident Report;
"Severity 3 Test Incident Report"	means the corresponding severity 3 level set out in the EM Programme Test Strategy for a Test Incident Report;
"Severity 4 Test Incident Report"	means the corresponding severity 4 level set out in the EM Programme Test Strategy for a Test Incident Report;
"Severity 5 Test Incident Report"	means the corresponding severity 5 level set out in the EM Programme Test Strategy for a Test Incident Report;
"SGSNs"	means serving GPRS support node;
"Short Message Service"	means the short message service which allows text messages and/or pictures to be sent and received from mobile equipment;
"SIAC"	has the same meaning as Special Immigration Appeals Commission;
"SIAC Bail Order"	means a bail order for EM on a Subject made by SIAC;
"SIM"	means subscriber identity module;

"SIM Card"	means a SIM provided by the EM Network Contractor for use within the EM Services;
"SIM Card Register"	means a register of the details of all SIM Cards ever allocated to the EM Services including their current status;
"Simplified Zone"	means a Zone created with fewer vertices than the original Zone (or in some cases the same number of vertices) that can be sent to a Location Tag, either encapsulating a full Exclusion Zone or being within an Inclusion Zone, in order to operate within the capacity limits of the Location Tag;
"Simulator"	means a device, computer program, or system that behaves or operates like a given system when provided a set of controlled inputs;
"Single Point of Contact"	means a designated contact for all communications with a particular entity;
"Single Requirement Order"	means a Community Order, Suspended Sentence Order or Youth Rehabilitation Order that imposes one or more of the following but no other requirement: (i) an electronically monitored curfew requirement; (ii) an electronically monitored exclusion requirement; or (iii) a Location Monitoring requirement;
"SMS"	has the same meaning as Short Message Service;
"SMTP"	means simple mail transfer protocol;
"SNMP"	means simple network management protocol;
"SOAP"	means simple object access protocol;
"Software"	means the software provided by the Contractor as part of the EM Services;
"Software as a Service"	means a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted on the cloud by independent software vendors or application service providers;
"Source Artefact"	means the artefact from which a trace originates, as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
"Source Code"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary executable code together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such computer programs and/or data;
"Spatial Analysis"	means any of the formal techniques which study entities using their topological, geometric, or geographic properties;
"Spatial Data Infrastructure"	means a data infrastructure implementing a framework of geographic data, metadata, users and tools that are interactively connected in order to use spatial data in an efficient and flexible way;

"Special Case"	means a Subject who is managed by the EM&FS Contractor separately from the rest of the EM Subject caseload including any Subject with: (i) a TPIM Notice managed by the TPIMS section within the Home Office; (ii) a SIAC Bail Order managed by the SIAC section within the Home Office; (iii) Immigration Bail managed by the Home Office; or (iv) a MAPPA;
"Specification"	means the specification of the Products and Services to be provided, as set out in the Service Requirements;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
"SPF"	has the same meaning as Security Policy Framework;
"SPF Mandatory Requirement"	means a set of "mandatory requirements" detailed in the Security Policy Framework;
"SPOC"	has the same meaning as Single Point of Contact;
"SSI"	has the same meaning as Service and System Integrator;
"SSI Function"	means the function fulfilled by the EM&FS Contractor in its role as Service and System Integrator prior to EM Services Contract Reset;
"SSI Services"	means the services performed by the SSI;
"Stage 1"	means a meeting between Disputing Parties held within one (1) week of the raising of an Issue Resolution Request;
"Stage 2"	means a meeting between Disputing Parties held within two (2) weeks of the raising of an Issue Resolution Request;
"Stage 3"	means a meeting between Disputing Parties held within four (4) week of the raising of an Issue Resolution Request;
"Stakeholder"	means any criminal justice organisation that has an involvement in or is affected by EM;
"Standing Data"	means data that define the set of permissible values to be used by other data fields and/or data that is used in the processing of other data fields, and which typically change infrequently;
"Status Event"	means an Event relating to the status of a Subject Device;
"Status Information"	means information about the status of the Subject Device, including an indication of detected faults and tampers;
"Strap"	means the band which passes around the Subject's limb to secure the Tag to the Subject for the purposes of Monitoring, using the associated Clips (the Clips may form an integral part of the Strap or be separate components);
"Sub-Contract"	means a contract entered into by a Sub-Contractor for the provision of the EM Services or any part of them (including any hardware or software);

"Subject"	means any person for the time being required to be subject to an EM Service as a result of an Order or Licence;
"Subject Data"	means any data collected by the EM Service or otherwise held by the EM Service which relates to a Subject;
"Subject Device"	means a Tag or HMU (as applicable); Note - where communication with the Tag and HMU is controlled by the EM Hardware Contractor, an ITP will be implemented, via which the EM Monitoring and Mapping Service will interface with the Tag and HMU.
"Sub-processor"	means any Third-Party appointed to processData on behalf of the Contractor related to this Agreement;
"Subsequent Relevant Transfer"	means a transfer of employees assigned, engaged or employed in the provision of the Services or part of the Services from the Contractor or any Sub-Contractor to a New Contractor or a Sub-Contractor of a New Contractor pursuant to this Contract and/or TUPE;
"Subsequent Transfer Date"	means the date of a Subsequent Relevant Transfer;
"Subsequent Transferring Employee"	means an employee assigned, engaged or employed in the provision of the EM Services or part of EM Services who is transferred pursuant to this Contract and/or TUPE from the Contractor or any Sub-Contractor to a New Contractor or a Sub-Contractor of a New Contractor;
"Subsidiary"	shall have the meaning given to it in section 1159 of the Companies Act 2006 and, for the purposes only of the membership requirement in subsections 1159(1) (b) and (c), a company (the "first company") shall be treated as a member of another company (the "second company") if the shares in the second company are registered in the name of: (a) another person (or its nominee), where the shares are held by such other person (or its nominee) by way of security or in connection with the taking of security from the first company, or (b) a nominee for the first company;
"Successful Installation"	means the completion by a Field Officer of each of the Installation activities;
"Super User"	means a special user account used for system administration, which allows the user rights to add, amend, delete and view all data related to their organisation and area of responsibility (except where the data is encrypted) and allows the user to administer user accounts and privileges depending on the application or operating system (other names used are 'root' and 'admin');
"Supervision Default Order"	has the meaning given to it in section 256AC of the Criminal Justice Act 2003 (subject to commencement of amendments contained in the Offender Rehabilitation Bill);
"Supply Chain Entity Disclosure"	means the list of approved Sub-Contractors, as set out in Appendix 1 of Schedule 17 (Approved Sub-Contractors);

"Support Services"	means those services provided to the EM&FS Contractor to ensure that the relevant Contract Delivery Indicators are achieved during the term of this Contract;
"Suspended Sentence Order"	means an order under section 189 of the Criminal Justice Act 2003 that contains a supervision period, as defined in that section;
"Sustainable ICT"	means ICT services that have a reduced carbon footprint;
"Sustainable ICT Roadmap"	means a plan for delivering ICT services that have a reduced carbon footprint;
"Synthetic Test Data"	means data manufactured for the purposes of testing, created by hand or using tools (or a combination of both), which is not drawn or derived from Live Data, and is instead derived from a specification;
"SyOPS"	has the same meaning as Security Operating Procedures;
"System Monitoring Services"	means the tools, processes, procedures, services and governance provided and utilised by the EM&FS Contractor for monitoring the performance of the EM System, which may also be utilised by the other EM Contractors for monitoring the performance of their own components of the EM System, potentially resulting in the raising of one or more Incident Reports;
"System up time"	means the elapsed time a system has been operating for since it was last started / restarted;
"Tag"	means a Location Tag or RF Device;
"Tagging at Source"	means the Installation of a Location Tag or RF Device (as applicable) at a Court or prison;
"Tamper"	means any attempt by a Subject or Third-Party to interfere with a Subject Device;
"Tamper Alert"	means an Alert to the EM&FS Contractor that a Subject Device has been interfered with;
"Tamper Event"	means an Event where a Subject or a Third-Party has interfered with a Subject Device, as notified by the Subject Device which, along with physical evidence is sufficient to prosecute a breach of an Order or Licence;
"Tamper Status Information"	means the data identifying the current status of all Tamper related sensors in the Subject Device;
"Target Artefact"	means the artefact at the destination of a trace, as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
"TAWG"	has the same meaning as Test Assurance Working Group;
"Tax"	means, any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or delay in paying any of the same);
"Technical Design Authority"	means the EM&FS Contractor's role as set out in Schedule 30 (Managed Hosting Services) of this Contract;

"Technical Design Authority for Software"	means the Contractor's role to provide high-level and low level designs of the requirements of the Software to use Managed Hosting Services as set out in Schedule 30 (Managed Hosting Services) of this Contract;
"Technical Domain Description"	means the primary PSN technical standards document;
"Technical Risk Assessment"	has the same meaning as Risk Assessment;
"Term"	means the term of the Contract;
"Termination"	means termination of an EM Services Contract in whole or in part;
"Termination Date"	means: (a) in the event of termination of this Contract as a whole, the date of early termination of this Contract in accordance with Clauses 42.1 (Voluntary Termination by the Authority) and 42.2 (Termination by the Authority for Contractor Default) or Clause 42.5 (Termination by the Contractor); and (b) in the event of a partial Termination, the date of early termination of that part of the Contract in accordance with Clauses 42.1 (Voluntary Termination by the Authority) and 42.2 (Termination by the Authority for Contractor Default), subject to the provisions of Paragraph 5 (Preparation of Detailed Exit Plans) of Schedule 11 (Exit Management and Transfer);
"Termination Notice"	means a notice of termination issued by the Authority or the Contractor as applicable;
"Terms of Reference"	means the purpose and structure of a project, committee, meeting, negotiation, or any similar collection of people who have agreed to work together to accomplish a shared goal;
"Test"	means one or more Test Sets;
"Test Asset"	means an Asset or Configuration Item used to plan, design, implement, execute, report on and manage Tests;
"Test Asset Library"	means a record of all Test Assets (forming part of the overall Configuration Management Database);
"Test Assurance"	means activities designed to verify correct establishment of, and adherence to, standards, processes and methods for Testing;
"Test Assurance Report"	means a Document recording the conduct and outcome of one or more Test Assurance activities;
"Test Assurance Working Group"	means a body comprising the EM Contractor Test Manager(s) and Authority Test Manager(s) plus other test specialists as necessary, for the purposes of assessing the progress of all Testing Processes from project inception, identifying risks and issues as necessary;
"Test Assurance Working Group Terms of Reference"	means the Document of that name setting out the terms of reference for the Test Assurance Working Group as provided by the Authority from time to time;
"Test Automation Tool"	means a tool designed to automate Tests such that Tests require little or no manual intervention;

"Test Basis"	means the body of knowledge from which the requirements for a component or system can be inferred; for example, requirements product catalogue, design specifications, user guides, operations manuals, training material, technical reference manuals;
"Test Case"	means a set of Test input values, execution preconditions, expected results and execution post conditions, developed for a particular objective or Test Condition, such as to exercise a particular program path or to verify compliance with a specific requirement (including the creation of associated Test Data);
"Test Case Specification"	means a Document specifying a set of Test Cases (objective, inputs, test actions, expected results, and execution preconditions) for a Test Item, as defined by the International Software Testing Qualifications Board;
"Test Completion"	means a process encapsulating the activities required to close down testing conducted in accordance with a Test Plan, production and approval of the associated Test Completion Report, archiving of Test Assets, cleaning up of the Test Environment(s), and documentation of Lessons Learned;
"Test Completion Report"	means a report to provide a management overview of the tests conducted against the associated Test Plan. It includes a summary of Test Cases executed (actual versus planned), Test Cases on hold or blocked, Test Incident Report summary and detailed Test Incident Report breakdown (and "Test Completion Reporting" shall be construed accordingly);
"Test Condition"	means a testable aspect of a component or system (e.g. a function, transaction, feature, quality attribute, or structural element) identified as a basis for testing;
"Test Data"	means data that exists (for example, in a database) before a Test is executed, and that affects or is affected by the component or system under test;
"Test Data Requirement Specification"	means one or more specification Documents setting out the exact nature of Test Data required by the Test Set;
"Test Data Strategy"	means the test data strategy set out in the EM Programme Test Strategy and each Test Strategy;
"Test Deliverable"	means an output of a Test Process, including but not limited to a Test Strategy, Test Plan, Test Design Deliverables, Test Execution Deliverables, Test Completion Reports, Traceability Matrix and Test Assurance Report, said Deliverable would not be subject to the Acceptance Procedure;
"Test Design"	means a test process encapsulating the creation of Test Conditions, Test Procedures, Test Cases, Test Sets and Test Data Requirement Specifications (collectively Test Design Deliverables), updating the Test Traceability Matrix accordingly;
"Test Design & Implementation"	means a process encapsulating the creation of Test Conditions, Test Procedures, Test Cases, Test Sets and Test Data Requirement Specifications (collectively Test Design Deliverables), updating the Traceability Matrix accordingly;

"Test Design Deliverables"	means the Test Conditions, Test Cases, Test Procedures, Test Sets and Test Data Requirement Specifications for a particular Test;
"Test Design Specification"	means a document specifying the Test Conditions (coverage items) for a Test Item, the detailed test approach and identifying the associated high-level Test Cases, as defined by the International Software Testing Qualifications Board;
"Test Entry Criteria"	means the set of conditions that must be satisfied before a Test can begin, as specified in a Test Plan and/or Test Strategy;
"Test Entry Review"	means a formal review to establish and record whether the Test Entry Criteria have been met for a particular Test;
"Test Environment"	means aggregation of hardware, software, Test Data, materials, Simulators, Emulators and Test Tools required to execute Test Cases;
"Test Environment Specification"	means one or more specification documents setting out the exact nature of Test Environment(s) required by the Test Set;
"Test Execution"	means a process encapsulating the execution of one or more Test Sets, recording Test Results, updating the Test Execution Log, recording and managing Test Incident Reports and the Test Incident Log, producing Test Progress Reports and updating the Traceability Matrix accordingly;
"Test Execution Deliverables"	means the Test Results, Test Progress Reports, Test Execution Log, Test Incident Reports and Test Incident Log documenting the test execution of a Test;
"Test Execution Log"	means a chronological log of testing events, used to assist in progress assessments, diagnosis of faults and to contribute to Lessons Learned reviews and Test Process Improvement activities;
"Test Exit Criteria"	means the set of conditions that must be satisfied before a Test can complete, as specified in a Test Plan and/or Test Strategy;
"Test Exit Review"	means a formal review to establish and record whether the Test Exit Criteria have been met for a particular Test;
"Test Incident Log"	means a log set up for the purposes of recording and managing Test Incident Reports;
"Test Incident Priority"	means the priority level of a Test Incident Report, being Priority 1 Test Incident, Priority 2 Test Incident, Priority 3 Test Incident, Priority 4 Test Incident or Priority 5 Test Incident;
"Test Incident Report"	means a report of an incident that occurred during testing that may result in Defects being detected in the Test Item, the Test Environment, the Test Case or the Test Basis;
"Test Incident Reporting"	means the process by which Test Incident Reports are raised, analysed and, in conjunction with the Defect Management process, managed to closure;
"Test Incident Severity"	means the Severity level of a Test Incident Report, being either Severity 1 Test Incident, Severity 2 Test Incident, Severity 3 Test Incident, Severity 4 Test Incident or Severity 5 Test Incident;
"Testing"	means all aspects of performance of the Test Processes;

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

"Test Strategy"	means a Document setting out the approach to testing and the standards for Authority and any EM Contractor testing activities, covering the whole lifecycle across all types of services including business applications, support systems and infrastructure;
"Test Tool"	means hardware and/or software designed for the purpose of executing and/or managing Tests;
"Test Traceability"	means (i) the tracing of requirements for a test level through the layers of test documentation (e.g., Test Plan, Test Design Specification, Test Case Specification and Test Procedure Specification or Test Script), as defined by the International Software Testing Qualifications Board; (ii) traceability from Test Basis items (as Source Artefacts) to Tests/Test Incident Reports (as Target Artefacts), which could include (but not be limited to) high or low level requirements, high or low level designs, business processes (at multiple levels of abstraction), user stories, use cases, operational guides, manuals or procedures, training materials;
"Test Traceability Matrix"	means that part of the Traceability Matrix dealing with Test Traceability;
"Test Type"	means a group of Testing activities that are typically focused on a specific Test Objective (e.g. usability testing, performance testing, reliability testing). A test type may be performed within one or more Tests;
"Test Witness"	means an individual undertaking a test witnessing activity, as set out in the EM Programme Test Strategy;
"Test Witnessing Code of Conduct"	means the code of conduct of that name governing test witnessing activities as provided by the Authority from time to time;
"Third-Line Support"	means resolution by technical experts of Incidents that are typically difficult or subtle. Third-line support engineers participate in management, prioritisation, minor enhancements, break fix activities, problem management, stability analysis, etc. Individual technical experts normally have specific, deep understanding and expertise in one or two technologies or systems;
"Third-Party"	means a person, company or entity other than the Contractor or the Authority;
"Third-Party Claim"	means in relation to a claim made against a Party by a Third-Party;
"Third-Party IPR"	means any Intellectual Property Rights used in the provision of the EM Services which are proprietary to the relevant Third-Party (other than an Affiliate of the Contractor);
"Third-Party Software"	means the software packages licensed by a Third-Party provider and used by the Contractor in its provision of the EM Services;

"Tier 3 Data Centre"	means a data centre having the following attributes: a) Two independent incoming mains power; b) Standby generation set that can take full load; c) N+1 standby generation; d) Un-interrupted Power Supply (UPS); e) N+1 Un-interrupted Power Supply (UPS); f) N+1 Air Conditioning Units; g) All ICT equipment in the data centre is fed from two (2) Power Distribution Units (PDU); and h) Site infrastructure has an availability of REDACTED
"Total Debt"	means, as at any particular time, the aggregate outstanding principal, capital or nominal amount (and any fixed or minimum premium payable on prepayment or redemption) of the Financial Indebtedness of members of the Contractor or the Guarantor (as applicable) (other than any indebtedness referred to in Paragraph (g) of the definition of Financial Indebtedness and any guarantee given by any member of the Contractor or the Guarantor (as applicable)). For this purpose, any amount outstanding or repayable in a currency other than pounds sterling shall on that day be taken into account in its pounds sterling equivalent at the rate of exchange that would have been used had an audited consolidated statement of financial position of the Contractor or the Guarantor (as applicable) been prepared as at that day in accordance with IFRS or UK GAAP;
"TPIM"	has the same meaning as Terrorism Prevention and Investigation Measures;
"TPIM Monitoring"	means the provision of EM for a TPIM Subject;
"TPIM Notice"	means an Order for EM on a Subject made pursuant to the Terrorism Prevention and Investigation Measures Act 2011;
"TPIM Subject"	means a Subject who has an Order under the Terrorism Prevention and Investigation Measures Act 2011;
"TR"	has the same meaning as Transforming Rehabilitation;
"Trace"	means (verb) the act of following a Trace Link from a Source Artefact to a Target Artefact (Primary Trace Link Direction) or vice versa (Reverse Trace Link Direction); (noun) a specified triplet of Source Artefact, Target Artefact and a Trace Link associating the two artefacts (where more than two artefacts are associated by a Trace Link, such as the aggregation of two artefacts linked to a third artefact, the aggregated artefacts are treated as a single Trace Artefact) – the term applies to both to Traces that are atomic in nature and to those that are chained in some way, as defined by “Software and Systems Traceability” by Huang, Gotel and Zisman, ISBN 9781447122388;
"Traceability"	means the potential for Traces to be established and used; an attribute of an artefact or of a collection of artefacts; where there is traceability, tracing can be undertaken and the specified artefacts should be traceable;

"Traceability Matrix"	means a Document, or set of Documents, which correlates two or more entities, to allow tracing back and forth the links of one entity to the other, thus enabling the determination of coverage achieved and the assessment of impact of proposed changes, as adapted from that defined by the International Software Testing Qualifications Board;
"Traceability Strategy"	means a Document provided by the Authority setting out the approach to establishing and maintaining Traceability for the EM Services, identifying what types of Trace Artefacts must be traced to what level of Trace Granularity;
"Trace Artefact"	means a traceable unit of data (e.g. a single requirement, a cluster of requirements, a UML class, a UML class operation, a Java class or even a person); any input or output of the development process that is amenable to being traced, e.g. requirement, user story, business process, use case, source code (e.g. class, method, function, procedure, module, unit, component, package, etc), physical component, design document, design statement, etc, as adapted from that defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
"Trace Granularity"	means the level of detail at which a Trace is recorded and performed; the granularity of a Trace is defined by the granularity of a Source Artefact or Target Artefact (e.g. this could be a whole Document or a section of a Document, to a whole code module or a single method/function), as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
"Trace Link"	means the association forged between two Trace Artefacts, one comprising the Source Artefact and one comprising the Target Artefact; implies a primary direction and reverse direction of the link (thus a Primary Trace Link Direction, Reverse Trace Link Direction and thus a Bi-directional Trace Link), as defined by "Software and Systems Traceability" by Huang, Gotel and Zisman, ISBN 9781447122388;
"Training Material"	means such training material required by the Authority in connection with the provision of the EM Services as specified in the Service Requirements;
"Training Services"	means the services of that name to be provided by the Contractor to the Authority and/or another EM Contractor;
"Transfer"	means each transfer to the Contractor or any Sub-Contractor of the EM Services that the Contractor agrees or is required to perform, provide or procure under this Contract;
"Transferring Contracts"	means a notice provided by the Authority identifying which Sub-Contracts or Leases the Authority requires to be assigned or novated to the Authority or a New Contractor;
"Transforming Rehabilitation"	means the Authority's programme to transform the provision of probation services in England and Wales;
"Transition"	means the activities relating to the roll-out of the Subject Devices into live operation during the Transition Period;
"Transition Period"	means the period between the Services Commencement Date and the Contract Performance Point;

"Trigger Event"	means an event whereby Source Code and/or Contractor Proprietary Information is caused to be released from escrow;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) as amended from time to time and any other legislation enacted for the purpose of implementing the Acquired Rights Directive (2001/23/EC) in the UK;
"TUPE Indemnities"	means where the Authority agrees to take reasonable steps to enforce the indemnities of the Previous Contracts;
"UAT"	has the same meaning as User Acceptance Testing;
"UKAS"	means the United Kingdom Accreditation Service;
"UK GAAP"	means the United Kingdom Generally Accepted Accounting Practice;
"UML"	means unified modelling language;
"Un-Installation"	has the same meaning as De-Installation
"Unplanned Outage"	means suspension of part or the whole of the EM Services without prior notice;
"Untagged Subject"	means a Subject who has an active Order or Licence but is not being monitored with Subject Devices, and includes Subjects where the EM&FS Contractor has been unable to install Subject Devices at the start of an Order or Licence, and a Subject who had previously had Subject Devices installed but is no longer being Monitored such as where the individual has absconded;
"UPRN"	has the same meaning as Local Authority Unique Property Reference Number;
"Usability"	means the extent to which a product can be used by specified users to achieve specified goals with effectiveness, efficiency and satisfaction in a specified context of use;
"Use"	<p>means:</p> <p>(a) in the context of software to load, execute, store, transmit, display and copy (for the purposes of loading, execution, storage, transmission or display) that software; and</p> <p>(b) in the context of Intellectual Property Rights, any act that would otherwise constitute an infringement of those Intellectual Property Rights if it were carried out without the permission of the owner,</p> <p>and the term "Used" shall be construed accordingly;</p>
"User Acceptance Testing"	means one or more Test Sets designed to test the end user interaction with the complete system, in order to demonstrate conformance to specified functional and non-functional requirements and "User Acceptance Testing" shall be construed accordingly, has the same meaning as UAT;
"UTC"	means Coordinated Universal Time;

"Validation"	means confirmation by examination and through provision of objective evidence that the requirements for a specific intended use or application have been fulfilled; the process of evaluating a system or component during or at the end of the development process to determine whether it satisfies specified requirements;
"VAT"	means any value added taxes;
"VCRI"	means verification cross reference index, a matrix which traces all requirements and design artefacts to individual Verification and Validation methods (see also Traceability Matrix);
"Verification"	means confirmation by examination and through provision of objective evidence that specified requirements have been fulfilled; the process of evaluating a system or component to determine whether the products of a given development phase satisfy the conditions imposed at the start of that phase;
"Vertical Traceability"	means the tracing of requirements through the layers of development documentation to components, as defined by the International Software Testing Qualifications Board;
"Volume"	means the volumes on which the Contract Price in Schedule 6 (Price and Payment Mechanism) shall be calculated;
"Wall Charger"	means a charging device that plugs into the mains electricity and is capable of putting energy into the Tag power cell and, where applicable, the Cordless Charger;
"WAN"	means wide area network;
"Web Browser GIS"	means any mapping application software that runs in a web browser or is created in a browser-supported programming language and relies on a common web browser to render the application;
"Web Service"	means a method of communication between two electronic devices over a network. It is a software function provided at a network address over the web with the service always on as in the concept of utility computing;
"Web Services Description Language"	means an XML-based interface description language that is used for describing the functionality offered by a web service;
"WEEE Directive"	has the same meaning as Waste Electrical and Electronic Equipment Directive;
"WGS84"	means the World Geodetic System (WGS), established in 1984 and last revised in 2004;
"Wi-Fi"	means local area wireless technology that allows an electronic device to exchange data over or connect to the internet;
"Wind Down Period"	means the period identified in the relevant Exit Assistance Notice for support and assistance to be given by the Contractor to a New Contractor following termination or expiry of the Services or the relevant EM Services under another EM Services Contract (as applicable);
"Working Hours"	has the same meaning as Business Hours;

"WSDL"	has the same meaning as Web Services Description Language;
"XML"	means Extensible Markup Language;
"Year"	means calendar year unless otherwise specified;
"YOT"	means Youth Offending Teams;
"Young Person Subjects"	means Subjects under eighteen (18) years of age;
"Youth Rehabilitation Order"	means a youth rehabilitation order pursuant to sections 1-8 and Schedule 1 of the Criminal Justice and Immigration Act 2008;
"Zone"	means an Inclusion Zone or an Exclusion Zone;



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SCHEDULE 2

SPECIFICATION



1. OVERVIEW

1.1. Introduction

- 1.1.1. This Schedule sets out the Authority's Service Requirements for Information and Communications Technology (ICT) and Information Assurance to enable the delivery of EM by the Contractor.

1.2. Scope

- 1.2.1. The scope of this Specification is to describe the Service Requirements for the EM Services to be provided by the Contractor, which include:
- 1.2.1.1. Provision of Software that stores and processes Events and Messages received from the Subject Devices and applies Business Logic to the Events and Messages for the provision of the EM Services;
 - 1.2.1.2. Integration of the EM Monitoring and Mapping Services with the Subject Devices;
 - 1.2.1.3. Integration of the EM Monitoring and Mapping Services with the EM&FS Services;
 - 1.2.1.4. Integration of the EM Monitoring and Mapping Services with the EM Network Service; and
 - 1.2.1.5. Compliance by the EM Monitoring and Mapping Contractor with security, Information Assurance and other standards which apply to all ICT and information used in the delivery of the EM Services.

1.3. The Authority's Future Vision Statement

- 1.3.1. Technology is recognised by the Authority as a key enabler in managing offenders. The integration of technology into the management of offenders has enabled smarter and more efficient working practices. The Authority expects that the advances in technology to collect and access information will continue to improve quality and security for the electronic monitoring of offenders. The following are key principles identified by the Authority which will underpin the design and operation of the EM Services:
- The infrastructure will be flexible so that ICT provision can be scaled up and down as required and that software can be deployed quickly.
 - Changes to the EM Contractor's core software applications supporting key business processes will be handled smoothly;



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- The EM Services will be designed to minimise the time and cost to the Authority of making changes;
- The Authority intends that information will be entered into the EM Services on a 'right first time' approach ensuring accuracy, timeliness and efficiency, ensuring minimal duplicate data entry, such that information entry is smooth and intuitive to the users. Where possible, data entry should be automatic;
- Advances in technology give the opportunity for innovation in the EM Services. The Authority will support enhancements to the EM Services that will improve the quality and efficiency of offender management and rehabilitation;
- The EM Services will be correctly partitioned and separated from other ICT systems operating within the criminal justice environment, including between systems operating at different security levels; and
- The Authority's Service Requirements do not include development of any interface with the Authority's ICT systems, including but not limited to LIBRA, Prison NOMIS, and XHIBIT. Introduction of such interfaces will be managed via the Integrated Contract Change Procedure.

1.4. Architecture Approach

1.4.1. Architecture Principles

- 1.4.1.1. The Authority has identified a set of architectural principles to guide development of the Contractor's solution as part of the end-to-end EM Services, which are identified in the detailed Service Requirements.

1.4.2. Flexibility and Extensibility

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



1.4.3. Architectural Framework

1.4.3.1. Interface Control Documents

- 1.4.3.1.1. All technical interfaces between EM Contractors are described in Interface Control Documents or equivalent Documents, describing the mechanisms and flows for the exchange of information. Business interfaces are described in the Business Process diagrams.

1.4.3.2. High Level Design

- 1.4.3.2.1. Each EM Contractor's services will be described by a High Level Design Document, setting out how the EM Contractor supports the Service Requirements, covering business architecture and technology architecture.
- 1.4.3.2.2. The business architecture of each HLD, where applicable, sets the business context and the supporting data model, taking into consideration the "HMG Information Principles", in particular with regard to standardisation, quality, management, protection and re-use of data.
- 1.4.3.2.3. The technology architecture of each HLD sets the technical context including the design and management of security, for both the logical and physical architecture.
- 1.4.3.2.4. The table in Annex A of Schedule 30 (Managed Hosting Services) sets out the various responsibilities of the EM Contractors in relation to hosting. The Contractor shall deliver elements of the hosting requirements set out in Schedule 30 (Managed Hosting Services), referring to the Contractor and the HLD.
- 1.4.3.2.5. The Contractor shall implement an interface and infrastructure network on the principles outlined in this Schedule (Schedule 2 (Specification)), Schedule 13 (Security) and the HLD.

1.5. Interpretation of the Service Requirements

- 1.5.1. The detailed Service Requirements are organised alphabetically by Category.
- 1.5.2. Each Service Requirement is comprised of the following fields:
 - 1.5.2.1. Reference – the unique reference number for the Service Requirement, as allocated by the Authority's requirements management tool. This number will not change over the lifecycle of the Service Requirement.
 - 1.5.2.2. Category – to allow ease of viewing of related Service Requirements.
 - 1.5.2.3. Description – the text of the detailed Service Requirement.



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1.5.2.4. Priority – the priority based on the MoSCoW method, noting that conformed Service Requirements will only use the following settings:

1.5.2.4.1. **Must** – the Service Requirement is mandatory and must be complied with.

1.5.2.4.2. **Could** – the Service Requirement is noted as a potential future innovation that will be introduced via the Integrated Contract Change Procedure.

1.6. Export of the Service Requirements

1.6.1. The Authority will on request, by the Contractor, provide an export in CSV format of the detailed Service Requirements from its requirements management tool, which may also contain any appropriate additional fields to those listed, to be agreed between the Parties.

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2. DETAILED SERVICE REQUIREMENTS

2.1 The Contractor shall provide the EM Monitoring & Mapping Services in accordance with the following Service requirements:

Reference	Category	Service Requirement	Priority
EMS-983	Accessibility	The EM Monitoring and Mapping Contractor shall provision that any intranet, internet site, or web hosted application used in the provision of the EM Monitoring and Mapping Services meet the Accessibility Standards at level AA and shall be interoperable with a range of assistive technology products. Compliance with some of the Accessibility Standards may not be applicable due to the nature of a presentation of a Map and the reference layers displayed within it. The EM Monitoring and Mapping Contractor shall use reasonable endeavours to meet these standards.	Must
EMS-839	Accuracy	The EM Monitoring and Mapping Service shall present the likely accuracy of Location Data for all location technologies, where available.	Must
EMS-840	Accuracy	The EM Monitoring and Mapping Service shall when requested present in the Iframe other related information, such as the number of satellites/base stations/access points used to calculate the position, signal strengths and dilution of precision, as provided by the Subject Devices.	Must
EMS-841	Accuracy	The EM Monitoring and Mapping Contractor shall clearly document within the EM Monitoring and Mapping Contractor's HLD the indications of location accuracy for evidential purposes.	Must
EMS-2859	Accuracy	All equipment used in the provision of the EM Monitoring and Mapping Services shall be synchronised with the Master Time Source provided by the EM&FS Service.	Must
EMS-1523	Accuracy	The EM Monitoring and Mapping Service shall detect, log and record but not process each duplicate Control Message and Configuration Message received from the EM&FS Service in accordance with the 1-2 ICD.	Must
EMS-1535	Accuracy	The EM Monitoring and Mapping Contractor shall, in response to a Service Request from the EM&FS Contractor, provide information to assist in the validation of accuracy of Location Data received from Subject Devices.	Must

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Reference	Category	Service Requirement	Priority
EMS-1545	Alerting	The EM Monitoring and Mapping Service shall apply the Business Logic documented in the EM Monitoring and Mapping Contractor's HLD and shall automatically raise all Alerts to the EM&FS Service in accordance with the 1-2 ICD.	Must
EMS-3075	Architecture Principles	<p>The Contractor shall provide the Services such that all systems, components and interfaces are designed in a manner which, to the extent required under the terms of this Contract and appropriate to the contractually agreed ICDs, CDIs, IA, security (confidentiality, integrity, availability) and capacity requirements:</p> <ul style="list-style-type: none"> • Maximise re-use; • Minimise the impact of change; • Follow industry standards of modular design and Good Industry Practice using COTS products wherever possible; • Reduce the number of components/technologies to simplify integration requirements; • Allow the EM Contractors to better manage total cost of ownership; • Enable the efficient and effective use of time and resource during implementation; • Facilitate decision-making based on overall solution design as opposed to a specific requirement; • Have no single point of failure for critical parts of the EM Services; • Provide an adequate level of availability with regards to break/fix and BCDR recovery scenarios; • Provide an acceptable level of reliability, recoverability, resilience, maintainability, performance and security; • Are cost efficient, and are not over-engineered for the intended purpose; • Protect the Integrity of data; • Are adequately secured against internal and external non-intended use; • Provide security protection appropriate for processing and storing protectively marked data, taking the CESG Good Practice Guidance into account; • Provide timely access to data, information and functions on a need-to-know and least privilege basis; • Minimise manual intervention and data entry; 	Must

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Reference	Category	Service Requirement	Priority
		<ul style="list-style-type: none"> • Are supportable with automated exception alerting and management as appropriate; • Incorporate automated monitoring with the identification of any system failure, including trend and pattern analysis for early alerting of potential issues; • Incorporate business and Configuration rules that minimise manual intervention and data entry; • Enable efficient service delivery; • Protect the best interests of the Authority and Related Organisations; and • Provide access to information and functions on a need-to-know and least privilege basis. 	
EMS-1735	Auditability	All processing performed by the EM Monitoring and Mapping Service and all its interactions with the overall EM Services shall be logged and retained for audit purposes. The log levels and retention periods will be agreed with the Authority and documented in the EM Monitoring and Mapping Contractor's HLD.	Must
EMS-1524	Auditability	The EM Monitoring and Mapping Service shall provide details from the Event Data on request from the EM&FS Service in accordance with the 1-2 ICD.	Must
EMS-1413	Availability	The EM Monitoring and Mapping Services shall operate to satisfy the following: (i) availability twenty-four (24) hours a Day and seven (7) Days a week; (ii) unscheduled downtime shall be no greater than two (2) hours in any Month; (iii) all scheduled downtime shall be subject to agreement by the Authority; (iv) continuous and timely transmission and receipt of information; and (v) in conjunction with the EM&FS Contractor, the automatic detection of delays and/or faults within the EM Monitoring and Mapping Service.	Must
EMS-2142	Availability	The EM Monitoring and Mapping Contractor shall provide to the Authority up to date, comprehensive and detailed documentation explaining the EM Monitoring and Mapping Services including but not limited to: - architecture; - infrastructure; - applications; - licenses; - service management; - Sub-Contractors; - data storage;	Must

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Reference	Category	Service Requirement	Priority
		<ul style="list-style-type: none"> - security; - Business Continuity and service continuity; - operational processes, procedures and run book; - Business Processes, process flows, use cases and Business Logic; - Configuration details of implemented ICT logic - Configuration database; - Disaster Recovery processes and plans; - location of password list; - High Level Design and - any other documentation as specified in the HLD or as agreed through the Integrated Contract Change Procedure. <p>The Contractor shall provide this documentation:</p> <ul style="list-style-type: none"> - one (1) Month following Services Commencement Date; - Yearly in March (or another Month as specified by the Authority) thereafter; - whenever significant change has occurred; or - on request of the Authority and in a suitable and agreed format. <p>Upon request by the Authority, where the documentation exists in electronic or hardcopy formats the documentation shall be provided within one (1) Business Day. Where the documentation does not exist in either hard copy or electronic formats, the documentation shall be provided within ten (10) Business Days.</p>	
EMS-2144	Availability	<p>The EM Monitoring and Mapping Contractor shall provide details of its software licensing arrangements, relevant to the provision of the EM Monitoring and Mapping Services, to the Authority, within twenty (20) Business Days of each anniversary of the Services Commencement Date, for all licences included in the Asset Register, identifying which software licences are transferable and which, if any, are non-transferable. If a licence is non-transferable the EM Monitoring and Mapping Contractor shall demonstrate to the Authority's satisfaction that appropriate processes and procedures are in place to maintain service continuity.</p>	Must
EMS-957	Battery and Power Management	<p>The EM Monitoring and Mapping Service shall support configuration of two (2) Low Battery intervention thresholds for Location Tags, in accordance with the 1-2 ICD.</p> <p>The EM Monitoring and Mapping Service shall raise a Low Battery Alert to the EM&FS</p>	Must

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Reference	Category	Service Requirement	Priority
		<p>Service where the battery charge level of a Location Tag drops below a configured low battery intervention threshold.</p> <p>Where configured to do so, the EM Monitoring and Mapping Service shall for each Low Battery Alert send a pre-configured textual message to the HMU associated with a Location Tag, except in the case where multiple HMUs are associated with the Location Tag, in which case no textual message shall be sent.</p> <p>If the EM Monitoring and Mapping Service does not receive a charge start Event from the Location Tag within two (2) hours (or as otherwise configured) from when the Low Battery Alert was raised to the EM&FS Service, the EM Monitoring and Mapping Service shall raise a failure to charge Alert to the EM&FS Service.</p>	
EMS-1534	Battery and Power Management	The EM Monitoring and Mapping Contractor shall design its interactions with Subject Devices so as to conserve battery life.	Must
EMS-934	Capacity	Subject to the provisions set out in Schedule 6 (Price and Payment Mechanisms), the EM Monitoring and Mapping Services shall be capable of scaling to meet future demand through changes to compute power, storage facilities and licensing with associated configuration changes, without the need for significant re-design or re-architecting of the solution.	Must
EMS-935	Capacity	The EM Monitoring and Mapping Services shall support the initial volumes from Services Commencement Date as set out in Schedule 6 (Price and Payment Mechanism).	Must
EMS-1936	Confidentially	EM&FS Service to the Contractor's Monitoring Interface	Must
EMS-585	Curfew Monitoring	The EM Monitoring and Mapping Service shall raise an Alert, in accordance with the 1-2 ICD, when a Tag leaves or enters its active Curfew Area.	Must
EMS-1701	Data Retention	The EM Monitoring and Mapping Contractor shall retain all required information and data in accordance with the Data Retention Policy.	Must
EMS-1678	Data Retention	The EM Monitoring and Mapping Contractor shall provide the Event Master Data Store and shall retain in the Event Master Data Store all Events, Alerts, Messages and supporting information.	Must
EMS-1681	Data Retention	<p>The EM Monitoring and Mapping Service shall record in the Event Master Data Store all Raw Data relating to</p> <ul style="list-style-type: none"> i) messages and data received from Subject Devices; ii) messages and data from the EM Network Service; and iii) messages and data from the EM Monitoring and Mapping Contractor's External Services. 	Must

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Reference	Category	Service Requirement	Priority
EMS-1682	Data Retention	The EM Monitoring and Mapping Contractor shall, when requested via a Service Request, provide Raw Data, stored in the Event Master Data Store, in electronic form or any other format as may be reasonably requested.	Must
EMS-1697	Data Retention	The EM Monitoring and Mapping Contractor shall remove data in accordance with the Data Retention Policy, such data shall be securely removed in accordance with HMG standards, or as otherwise directed by the Authority from time to time.	Must
EMS-2189	Disaster Recovery	The EM Monitoring and Mapping Service shall operate such that no data is lost during normal operation, except in the event of Service Failure or Disaster in which case an RPO of fifteen (15) minutes applies in respect of the Persistent Database Storage.	Must
EMS-1522	Efficiency	The EM Monitoring and Mapping Service shall provide the minimum number of Alerts to the EM&FS Service in accordance with the Business Logic, as documented in the EM Monitoring and Mapping Contractor's HLD.	Must
EMS-601	Exclusion/Inclusion Monitoring	The EM Monitoring and Mapping Service shall include the ability to specify road names, postcodes and other geographical coordinates, when defining Zones within the Iframe, which will be documented in the EM Monitoring and Mapping HLD.	Must
EMS-602	Exclusion/Inclusion Monitoring	<p>The EM Monitoring and Mapping Service shall not transmit to a Subject Device, more Zones or points than can be stored by the Subject Device. If a Zone is defined that has more points than can be stored by the Subject Device, the EM Monitoring and Mapping Service shall simplify the number of points before it is transmitted to the Subject Device, thereby creating a Simplified Zone. Any Events received for that Subject Device shall then be processed by the EM Monitoring and Mapping Service against the unsimplified Zone before an Alert is raised to the EM&FS Service.</p> <p>The maximum number of Zones or points supported by a Subject Device shall be defined in the 2-3 ICD and the Standing Data to support this will be documented in the EM Monitoring and Mapping Contractor's HLD.</p>	Must
EMS-603	Exclusion/Inclusion Monitoring	If more Simplified Zones are defined than can be held by the Subject Device, the EM Monitoring and Mapping Service shall transmit only the Simplified Zones closest to the last known location of the Subject Device. These shall be updated by the EM Monitoring and Mapping Service as and when the location of the Subject Device changes.	Must

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Reference	Category	Service Requirement	Priority
		The number of Simplified Zones that can be held by a Subject Device are documented in the Standing Data, this will be documented in the EM Monitoring and Mapping Contractor's HLD.	
EMS-604	Exclusion/Inclusion Monitoring	The EM Monitoring and Mapping Service shall provide the capability to allow Zones to be individually configured to one or more Monitoring Schedules.	Must
EMS-605	Exclusion/Inclusion Monitoring	The EM Monitoring and Mapping Service shall provide the capability to re-use previously defined Zones and that such Zones can be organised into configurable groups.	Must
EMS-607	Exclusion/Inclusion Monitoring	The EM Monitoring and Mapping Service shall include the ability to create a Zone with a boundary a configurable distance from the boundary of an existing Zone within the Iframe.	Must
EMS-608	Exclusion/Inclusion Monitoring	The EM Monitoring and Mapping Service shall provide the capability to have an Exclusion Zone within the boundary of an Inclusion Zone.	Must
EMS-609	Human Factors	The EM Monitoring and Mapping Service shall raise an Alert to the EM&FS Service if the Tag is determined as stationary through not having gone out of range of the paired HMU for a configurable period of time.	Must
EMS-992	ICT Sustainability	<p>The EM Monitoring and Mapping Contractor shall work with the EM&FS Contractor, EM Hardware Contractor and the EM Network Contractor to minimise loss and failure of Assets (including SIM Cards, Subject Devices and any other equipment or hardware used by the EM Contractors in the provision of the EM Services), for which the EM Monitoring and Mapping Contractor is responsible, and shall provide an Asset Register within sixty (60) Business Days of Services Commencement Date.</p> <p>The EM Monitoring and Mapping Contractor shall report within twenty (20) Business Days on each anniversary of the Services Commencement Date, the number of Assets for which the EM Monitoring and Mapping Contractor is responsible, which are lost or fail during the period, for the elements to be supported by the EM Monitoring and Mapping Service.</p>	Must
EMS-3073	ICT Sustainability	The EM Monitoring and Mapping Contractor shall dispose of ICT hardware used in the provision of the Services, for which it is responsible, in accordance with relevant legislation including the Waste, Electronic and Electrical Equipment Regulations 2012.	Must
EMS-1555	Interoperability	The EM Monitoring and Mapping Service shall receive Configuration Messages for each Subject Device and/or Order, as applicable, from the EM&FS Service in accordance with the 1-	Must

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Reference	Category	Service Requirement	Priority
		2 ICD, which shall determine the particular rules and parameters to direct the behaviour of the EM Monitoring and Mapping Service and Subject Devices.	
EMS-1556	Interoperability	The EM Monitoring and Mapping Service shall process and respond to requests for historical data from the EM&FS Service in accordance with the 1-2 ICD.	Must
EMS-5192	Interoperability	The EM Monitoring and Mapping Service shall respond Immediately to all requests received from the EM&FS Service in accordance with the 1-2 ICD.	Must
EMS-1561	Interoperability	The EM Monitoring and Mapping Service shall record a time and date stamp for each Event, showing the time and date of occurrence recorded by the Subject Device rather than the time and date of receipt by the EM Monitoring and Mapping Service.	Must
EMS-1565	Interoperability	Where supported by the Subject Device and when requested by the EM&FS Service in accordance with the 1-2 ICD, the EM Monitoring and Mapping Service shall poll the designated Subject Device in accordance with the 2-3 ICD such that Subject Device transmits available Events immediately.	Must
EMS-1567	Interoperability	The interface between the EM Monitoring and Mapping Service and the EM Hardware Service shall be bi-directional in accordance with the 2-3 ICD.	Must
EMS-2947	Interoperability	The EM Monitoring and Mapping Service shall be provided on a Service Oriented Architecture basis.	Must
EMS-2948	Interoperability	The EM Monitoring and Mapping Services shall use Web Services interfaces, based on Open Standards.	Must
EMS-1585	Interoperability	When Events are received from Subject Devices, the EM Monitoring and Mapping Service shall validate (including validation against a hash, if supplied) and assess the message content against the Business Logic, as documented in the EM Monitoring and Mapping Contractor's HLD.	Must
EMS-713	Interoperability	The EM Monitoring and Mapping Service shall raise an Alert, in accordance with the 1-2 ICD where it determines that a Subject Device is malfunctioning or has been tampered with.	Must
EMS-2953	Interoperability	The EM Monitoring and Mapping Service shall communicate with Subject Devices in accordance with the 2-3 ICD.	Must
EMS-1609	Interoperability	The EM Monitoring and Mapping Service shall obtain geo-location data for SIM Cards used by the Subject Devices from the EM Network Service. This shall be used to augment and validate Location Data received from the Subject Devices.	Must

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Reference	Category	Service Requirement	Priority
EMS-1521	Interoperability	Where Business Logic can only be updated manually, the EM Monitoring and Mapping Contractor shall update the Business Logic in response to a Service Request from the EM&FS Contractor.	Must
EMS-1527	Interoperability	<p>The EM Monitoring and Mapping Service shall receive Configuration Messages from the EM&FS Service in accordance with the 1-2 ICD, process and then transmit them to the Subject Devices in accordance with the 2-3 ICD.</p> <p>In the scenario where communications between the EM Monitoring and Mapping Service and the Subject Devices is direct (i.e. not via an ITP):</p> <p>a) Where a communication session is in place, transmission shall be within thirty (30) seconds of receipt of the Configuration Message from the EM&FS Contractor; or</p> <p>b) Where a communication session is not in place, communication shall take place according to the Business Logic, as documented in the EM Monitoring and Mapping Contractor's HLD, which may include out of band communication for the Subject Device to initiate a communication session.</p>	Must
EMS-1772	Interoperability	The EM Monitoring and Mapping Contractor shall host and manage its development and test environments as documented in the EM Monitoring and Mapping Contractor's HLD.	Must
EMS-1773	Interoperability	The operational components of the EM Monitoring and Mapping Service shall be hosted in the EM Data Centres in accordance with Schedule 30 (Managed Hosting Services).	Must
EMS-2873	Interoperability	Any changes to External Services of the EM Monitoring and Mapping Service shall have zero (o) or minimal impact on the EM Services.	Must
EMS-929	Interoperability	The ICDs for which the EM Monitoring and Mapping Contractor is responsible shall be implemented to facilitate changes, future expansion and additional consumers (which may be other Authority systems, external systems or new user interfaces).	Must
EMS-2874	Interoperability	Upgrades to and implementation of the ICDs for which the EM Monitoring and Mapping Contractor is responsible shall be backwards compatible with preceding versions to allow communication with current and previous versions of Node Devices.	Must
EMS-2876	Interoperability	The EM Monitoring and Mapping Contractor shall identify and agree with the EM&FS Contractor and the Authority all Standing Data used by the EM Monitoring and Mapping Service that is shared with one or more other EM Contractors.	Must

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Reference	Category	Service Requirement	Priority
EMS-2878	Interoperability	The EM Monitoring and Mapping Contractor shall support the EM&FS Contractor in its production of the 1-2 ICD.	Must
EMS-2888	Interoperability	The EM Monitoring and Mapping Contractor shall provide a remotely accessible, web standards compliant, Iframe for integration of the mapping functionality into the EM&FS Service.	Must
EMS-2903	Interoperability	The EM Monitoring and Mapping Contractor shall, with the support of the EM Hardware Contractor, produce the 2-3 ICD. The EM Monitoring and Mapping Contractor shall be responsible for achieving acceptance of the ICD.	Must
EMS-2905	Interoperability	The EM Monitoring and Mapping Service shall support connections with multiple Subject Devices, concurrently.	Must
EMS-2918	Interoperability	The EM Monitoring and Mapping Service shall detect and record in the Event Master Data Store, but not process, each duplicate Event received from Subject Devices in accordance with the 2-3 ICD.	Must
EMS-2919	Interoperability	The EM Monitoring and Mapping Service shall log Events and Messages received out of time or sequence order, and raise an Alert to the EM&FS Service in accordance with the 1-2 ICD.	Must
EMS-2920	Interoperability	Where both the Tag and the HMU send an Event to the EM Monitoring and Mapping Service for the same incident, only a single Alert shall be raised to the EM&FS Service.	Must
EMS-2923	Interoperability	The EM Monitoring and Mapping Service shall automatically detect and record errors and perform exception handling for all components, including interfaces, such that a corrupt message does not stop other messages being received and processed.	Must
EMS-618	Location Monitoring	The EM Monitoring and Mapping Service shall adhere to Open Geospatial Consortium standards.	Must
EMS-619	Location Monitoring	The Contractor shall utilise Ordnance Survey Public Sector Mapping Agreement (PSMA) data to provide reference layers, and raster data, typically Aerial Imagery.	Must
EMS-5193	Location Monitoring	The EM Monitoring and Mapping Service shall present additional layers including REDACTED as applicable, in accordance with the 1-2 ICD.	Must
EMS-5194	Location Monitoring	The EM Monitoring and Mapping Service shall present street level mapping as provided by Ordnance Survey MasterMap, in accordance with the 1-2 ICD.	Must
EMS-620	Location Monitoring	The EM Monitoring and Mapping Service shall, in accordance with the 1-2 ICD, provide information alongside each printable Map image to support printing by the EM&FS Service.	Must

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Reference	Category	Service Requirement	Priority
EMS-621	Location Monitoring	The EM Monitoring and Mapping Service shall, when requested by the EM&FS Service, present all Subject Devices within a given area over a given time period, in accordance with the 1-2 ICD.	Must
EMS-622	Location Monitoring	Where multiple Location Tags are presented by the EM Monitoring and Mapping Service, the track for each Location Tag shall be visually differentiable from other tracks.	Must
EMS-624	Location Monitoring	The EM Monitoring and Mapping Service shall allow specified Subject Devices to be tracked such that they are kept in view within the Iframe by automatically panning and scaling the Map as required.	Must
EMS-628	Location Monitoring	For Subject Devices which do not supply Location Data, the reference location provided by the EM&FS Service shall be recorded for such Subject Devices by the EM Monitoring and Mapping Service, in accordance with the 1-2 ICD, so that when an Alert is raised the location of the Alert may be included.	Must
EMS-1102	Location Monitoring	The EM Monitoring and Mapping Service shall on request from the EM&FS Service report a Subject's last known location in accordance with the 1-2 ICD.	Must
EMS-148	Location Monitoring	The EM Monitoring and Mapping Service shall provide the capability to draw bespoke Zones in the Iframe.	Must
EMS-5195	Location Monitoring	The EM Monitoring and Mapping Service shall provide a facility to re-use existing Zones or sets of Zones across multiple Orders, in accordance with the 1-2 ICD.	Must
EMS-1577	Monitoring Service - The Services	The EM Monitoring and Mapping Service shall process multiple sources of Location Data for an Event (where available) in order to accurately locate a Subject Device.	Must
EMS-1538	Monitoring Service - The Services	The Business Logic shall be flexible and configurable for each Subject Device, in accordance with the constraints set out in the EM Monitoring and Mapping Contractor's HLD.	Must
EMS-1301	Monitoring Service - The Services	For the time period and/or area for one or more Location Tags specified by the EM&FS Service in accordance with the 1-2 ICD, the EM Monitoring and Mapping Service shall present in the Iframe response all Zones in the specified area in addition to the associated Location Tag tracks. It shall not be possible within the Iframe to manually amend the time period.	Must
EMS-615	Monitoring Service - The Services	The EM Monitoring and Mapping Service shall, when requested by the EM&FS Service, present the Location Data of multiple Subject Devices on a single Map, in accordance with the 1-2 ICD.	Must
EMS-616	Monitoring Service - The Services	The EM Monitoring and Mapping Service shall make data available within the Iframe as up-to-date as practicably possible.	Must

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Reference	Category	Service Requirement	Priority
EMS-1705	Monitoring Service - The Services	For historical data that has been archived or is otherwise not available in accordance with the 1-2 ICD, the EM Monitoring and Mapping Contractor shall, when requested via Service Request, provide such historical data for the specified Subject Devices.	Must
EMS-578	Monitoring Service - The Services	The EM Monitoring and Mapping Service shall provide a printable image of the Map in accordance with the 1-2 ICD.	Must
EMS-1569	Monitoring Service - The Services	The EM Monitoring and Mapping Service shall present a graphical representation of an Alert for a Location Tag in accordance with the 1-2 ICD.	Must
EMS-1575	Monitoring Service - The Services	Until instructed by the EM&FS Service in accordance with the 1-2 ICD to start monitoring for an Order, the EM Monitoring and Mapping Service shall not process Events for that Order such that Alerts are not raised to the EM&FS Service.	Must
EMS-1578	Monitoring Service - The Services	The EM Monitoring and Mapping Service shall distinguish between those Events generated as a result of a Field Officer being on site and those Events generated through the normal operation of Subject Devices in accordance with the 2-3 ICD.	Must
EMS-1584	Monitoring Service - The Services	The EM Monitoring and Mapping Service shall raise an Alert, in accordance with the 2-3 ICD, whenever data has not been received from the Subject Devices for a pre-configured period, which is applied per Order.	Must
EMS-5196	Monitoring Service - The Services	The EM Monitoring and Mapping Service shall on request from the EM&FS Service include Points of Interest on the Map, in accordance with the 1-2 ICD.	Must
EMS-1610	Monitoring Service - The Services	The EM Monitoring and Mapping Service shall subject to the nature and scope of individual requests from the EM&FS Service via the 1-2 ICD, provide : (i) coverage of the United Kingdom at street level to the level of accuracy in Ordnance Survey AddressBase or equivalent; (ii) Subject Device address look up and verification functionality; (iii) to the Authority and Stakeholders access to a graphical Map, capable of being printed, of a Subject Device's last known and retrospective locations; (iv) a display of REDACTED as a separate viewing pane of the local vicinity relevant to the location of the Subject Device; (v) a display of historical tracks of Subject Device location both as points, circles of probability and as sequential points joined with a line; (vi) highlighted data points that reference Alerts. (vii) plot tracks sequentially, in chronological order;	Must

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Reference	Category	Service Requirement	Priority
		(viii) a display of HMUs that have detected the Location Tags or RF Devices (as applicable), alongside the tracks.	
EMS-5200	Monitoring Service - The Services	The EM Monitoring and Mapping Service shall support the reporting of short absences, in accordance with the 1-2 ICD and the Standing Data to support this will be documented in the EM Monitoring and Mapping Contractor's HLD.	Must
EMS-1546	Order Management	The EM Monitoring and Mapping Service shall receive and process variations to Orders in accordance with the 1-2 ICD.	Must
EMS-1566	Performance	To reduce the number of Alerts being raised to the EM&FS Service, the EM Monitoring and Mapping Service shall filter out Events that do not carry an actionable status based on the Business Logic as documented in the EM Monitoring and Mapping Contractor's HLD.	Must
EMS-1525	Performance	The EM Monitoring and Mapping Service shall process Event Data and raise Alerts to the EM&FS Service within one (1) minute of receipt of the Event Data, for those Events that do not require qualification by External Services.	Must
EMS-1526	Performance	The EM Monitoring and Mapping Service shall process Event Data and raise Alerts to the EM&FS Service within two (2) minutes of receipt of the Event Data, for those Events that require qualification by External Services or other sources, such that the loss or delay of External Services or other sources does not delay the raising of the associated Alerts.	Must
EMS-2325	Security	The EM Monitoring and Mapping Contractor shall, to the satisfaction of the Authority, train Contractor's Staff providing the EM Monitoring and Mapping Services such that they are familiar at all times with the Operating Manual.	Must
EMS-2329	Security	The EM Monitoring and Mapping Contractor's Staff having access to Subject information or indirect contact with Subjects, shall have previously obtained a current disclosure report from the Disclosure and Barring Service that is acceptable to the Authority.	Must
EMS-2331	Security	The EM Monitoring and Mapping Contractor's Staff providing the EM Monitoring and Mapping Services, shall comply with the Official Secrets Act 1989.	Must
EMS-2332	Security	The EM Monitoring and Mapping Contractor's Staff providing the EM Monitoring and Mapping Services, shall comply with the relevant immigration rules and have the right to work.	Must
EMS-2334	Security	Contractor's Staff that have access to information relating to Special Cases must be security cleared to "Counter Terrorism Check" level, as a minimum.	Must

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Reference	Category	Service Requirement	Priority
		Note - it is not anticipated that the Contractor's Staff will have access to any information that will allow the identification of Special Cases.	
EMS-1938	Security	The EM Mapping and Monitoring Services shall provide Integrity Verification of Events and Messages received, processed, stored and sent by the EM Monitoring and Mapping Service, and provide support to the EM&FS Service's Integrity Verification of Alerts.	Must
EMS-2882	Security	The EM Monitoring and Mapping Services shall verify that all data transmitted from the EM Monitoring and Mapping Service to the EM&FS Service and the EM Hardware Service, has been delivered.	Must
EMS-2883	Security	The EM Monitoring and Mapping Services shall support standardised Standing Data, such as Alert type codes and operating profiles.	Must
EMS-2884	Security	The Standing Data within the EM Monitoring and Mapping Services shall be Extensible and readily maintained.	Must
EMS-1943	Security	For data stored in the EM Monitoring and Mapping Services, the EM Monitoring and Mapping Services shall meet the Integrity requirements in accordance with Schedule 13.	Must
EMS-1940	Security	The EM Monitoring and Mapping Services shall provide a monitoring interface that supports appropriate authentication and authorisation mechanisms. Note - The EM&FS Services provide Service User authentication and authorisation.	Must
EMS-1944	Security	The EM Monitoring and Mapping Service shall provide a Mapping Interface that supports appropriate authentication and authorisation mechanisms. Note - The EM&FS Services provide Service User authentication and authorisation.	Must
EMS-1951	Security	The EM Monitoring and Mapping Contractor shall provide an Accreditation Plan and ISMS process map that has been agreed with the Authority immediately after the Services Commencement Date. Throughout the Contract Period the EM Monitoring and Mapping Contractor shall review the Accreditation Plan and ISMS process map with the Authority at the Security Working Group at intervals to be agreed with the Authority. The following accreditation stages and timescales shall be met and plan for achieving shall be documented in the EM Monitoring and Mapping Contractor's Security Management Plan : o To be completed immediately after Commencement Date.	Must

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Reference	Category	Service Requirement	Priority
		<p>1-2 To be completed before the Services Commencement Date to demonstrate that the EM Monitoring and Mapping Services can meet the IA requirements and can therefore be accredited in order to achieve an Authority to Operate.</p> <p>3 To be completed before the EM Monitoring and Mapping Services go live in order to achieve interim accreditation within three (3) Months after the Services Commencement Date.</p> <p>4 Full accreditation to be achieved within six (6) Months after the Services Commencement Date.</p> <p>5-6 These are on-going stages to be completed after the EM Monitoring and Mapping Services gain full accreditation, until the expiry or termination of this Contract, including the completion of any decommissioning and other activities specified in the Exit Plan.</p>	
EMS-1953	Security	The EM Monitoring and Mapping Contractor shall develop and maintain an up to date ISMS in accordance with the relevant HMG and CESG standards and policies, as set out in Schedule 13 (Security).	Must
EMS-1954	Security	The EM Monitoring and Mapping Contractor shall ensure that its ISMS is certified to ISO27001:2013 within twelve (12) Months after the Services Commencement Date by a UKAS registered organisation to ISO27001 (with the scope being defined as all deliverables of this Contract) and shall maintain certification of the ISMS for the remainder of the Contract Period and in compliance with ISO27002.	Must
EMS-1955	Security	The EM Monitoring and Mapping Contractor shall work with the Authority and any relevant third parties to achieve full certification of its ISMS.	Must
EMS-2427	Security	The EM Monitoring and Mapping Contractor shall at all times, comply with all relevant HMG security standards as amended from time to time, unless a waiver has been granted by the Authority's accreditor.	Must
EMS-1685	Security	The EM Monitoring and Mapping Service shall not store data on any Node Device for longer than necessary, such that where delivery of data from the EM Monitoring and Mapping Service has been confirmed by the recipient, such data shall be securely removed in accordance with HMG IA Standard Number 5 and Schedule 13.	Must
EMS-1960	Security	The EM Monitoring and Mapping Contractor shall comply with the requirements of any Security Aspects Letter provided by the Authority including any updated or re-issued Security Aspects Letter.	Must

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Reference	Category	Service Requirement	Priority
EMS-1734	Security	The Authority reserves the right to carry out security audits of the Services, which shall include all EM Monitoring and Mapping Services used in the delivery of EM Services in order to determine compliance with this Contract. The EM Monitoring and Mapping Contractor shall facilitate such security audits.	Must
EMS-1962	Security	The EM Monitoring and Mapping Contractor shall support the Authority's objective to continually improve Information Assurance activities, including providing evidence to support the Yearly assessment and HMG reporting under the IA Maturity Model Framework and evidence of improvements as a result of any security incidents.	Must
EMS-1971	Security	The EM Monitoring and Mapping Contractor shall verify that the EM Monitoring and Mapping Contractor Security Manager and other Contractor's staff who have system Super-user privileges are UK nationals and are security cleared, as defined in Schedule 13 (Security) and the Security Aspects Letter.	Must
EMS-1976	Security	The EM Monitoring and Mapping Contractor shall document, implement and regularly test (at least Yearly) and review Business Continuity arrangements for its facilities, utility services, and ICT systems that support the EM Services. The EM Monitoring and Mapping Contractor shall include information security and continuity of the EM Monitoring and Mapping Service in their Business Continuity incident response arrangements.	Must
EMS-1981	Security	All the EM Monitoring and Mapping Services used in the delivery of EM Services shall: - have achieved full Information Assurance accreditation within six (6) Months of the Services Commencement Date, or as otherwise agreed with the Authority's accreditor; - maintain thereafter full accreditation for the Contract Period and in line with the EM Monitoring and Mapping Contractor's Exit Plan.	Must
EMS-1985	Security	The EM Monitoring and Mapping Contractor shall undertake security assurance testing (including but not limited to penetration testing), to a scope agreed with the Accreditor, which will include testing within the Contractor's Premises: - prior to the Services Commencement Date; and - annually thereafter. The EM Monitoring and Mapping Contractor shall undertake annual security assurance testing by a CHECK service provider under the CESG CHECK Service Scheme. The EM Monitoring and Mapping Contractor shall take steps to verify that the CHECK service	Must

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Reference	Category	Service Requirement	Priority
		provider it decides to engage under the full terms and conditions of CHECK is a current Green Light Company.	
EMS-1986	Security	The EM Monitoring and Mapping Contractor shall provide all security assurance test reports and test results to the Authority in a timely manner. For security assurance test reports received from a CHECK service provider shall be provided to the Authority within five (5) Business Days of receiving them.	Must
EMS-1987	Security	The Authority may at its own expense commission independent third-party security assurance (penetration) testing to be undertaken on the EM Monitoring and Mapping Services, which shall include all Contractor systems used in the delivery of EM Services. The EM Monitoring and Mapping Contractor shall support any such testing. The EM Monitoring and Mapping Contractor shall not be obliged to pay for such independent assurance tests. The EM Monitoring and Mapping Contractor shall facilitate such tests in a timely manner and at no additional cost to the Authority.	Must
EMS-1988	Security	Following such security assurance (penetration) testing, where tests demonstrate problems with the EM Monitoring and Mapping Contractor's security assurance, the EM Monitoring and Mapping Contractor shall propose and agree with the Authority, a security improvement plan, that covers as a minimum: - prioritisation of problems; - timescales to resolves problems; and - mitigation/remediation measures. The implementation of any security improvement plan shall be at no additional cost to the Authority.	Must
EMS-1686	Security	The EM Monitoring and Mapping Contractor shall not, without the consent of the Authority, store or process Personal Data outside of the United Kingdom and shall not access Personal Data from outside the United Kingdom.	Must
EMS-1687	Security	The EM Monitoring and Mapping Contractor shall provide confidentiality agreements to EM Monitoring and Mapping Contractor's Staff relating to the confidentiality of the Authority Data and any other information contained in the EM Monitoring and Mapping Services or relating to the provision of the EM Services. The EM Monitoring and Mapping Contractor shall ensure that all EM Monitoring and Mapping Contractor's Staff sign such confidentiality agreement prior to commencing work on the provision of the Services.	Must

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Reference	Category	Service Requirement	Priority
EMS-1688	Security	To the extent that it is relevant to the roles that the EM Monitoring and Mapping Contractor's Staff and Sub-Contractor's staff will undertake on the EM Services, the EM Monitoring and Mapping Contractor shall provide training on the Official Secrets Act 1989, Data Protection Legislation and Freedom of Information Act 2000, as updated from time to time, to the EM Monitoring and Mapping Contractor's Staff and Sub-Contractor's staff. In addition, the EM Monitoring and Mapping Contractor shall include relevant responsibilities in the EM Monitoring and Mapping Contractor's Staff conditions of engagement for working on the EM Services.	Must
EMS-1690	Security	The EM Monitoring and Mapping Contractor shall ensure that Authority Data and assets containing Authority Data, within the scope of the EM Monitoring and Mapping Contractor security policy and ISO27001 controls, will not be taken off the EM Monitoring and Mapping Contractor's premises without the permission of the Authority Information Asset Owner.	Must
EMS-1691	Security	Where Assets are no longer required the EM Monitoring and Mapping Contractor shall sanitise and securely dispose of such Assets in accordance with Schedule 13, in order to prevent disclosure of Authority Data.	Must
EMS-1692	Security	The EM Monitoring and Mapping Contractor shall ensure that the Authority's Protectively Marked information (as specified within the Security Aspects Letter) or Personal Data (as specified by the Information Commissioner's Office) is not processed on development and test environments.	Must
EMS-1693	Security	The EM Monitoring and Mapping Service shall identify Sensitive Personal Data and Personal Data concerning Subjects and shall prevent users from being able to transfer Sensitive Personal Data concerning Subjects, outside of the boundaries of the EM Monitoring and Mapping Service without authorisation from at least two (2) Contractor's Staff personnel.	Must
EMS-1694	Security	The EM Monitoring and Mapping Contractor shall ensure that all ICT system hosting and other storage of Subject Data that is within its control will be located only within the UK.	Must
EMS-1695	Security	Any remote access granted to the EM Monitoring and Mapping Contractor's Staff located outside the UK in respect of the EM Monitoring and Mapping Services shall be limited, secure and agreed with the Authority. The EM Monitoring and Mapping Contractor shall also provide the required levels of Information Assurance for such remote access by evidencing to the Authority the Integrity of live Authority Data and system Configurations in such circumstances.	Must

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Reference	Category	Service Requirement	Priority
EMS-1696	Security	Super-user access to the EM Monitoring and Mapping Services shall only be granted to members of the EM Monitoring and Mapping Contractor's Staff by Super-users who have been properly authorised by the EM Monitoring and Mapping Contractor and who are located in the UK.	Must
EMS-1698	Security	The EM Monitoring and Mapping Contractor shall comply with BS 10008:2014 (Evidential Weight and Legal Admissibility of Electronic Information) to the extent specified by the Evidential Integrity Design Document.	Must
EMS-1699	Security	The EM Monitoring and Mapping Contractor shall produce a Forensic Readiness policy, agreed with the Authority, prior to Services Commencement Date which will maximise the ability to preserve and analyse data generated or held by the EM Services and EM System, that may be required for legal and management purposes. The EM Monitoring and Mapping Contractor shall have plans and processes that follow NCSC guidance on forensic readiness in GPG 18.	Must
EMS-2326	Service Management	The EM Monitoring and Mapping Contractor shall take all reasonable steps to confirm that none of the Contractor's Staff providing the EM Monitoring and Mapping Services is a member of a group or organisation considered to have racist, homophobic, gender re-alignment philosophy, principles, aims or policies.	Must
EMS-2327	Service Management	The EM Monitoring and Mapping Contractor shall permit and facilitate any reasonable enquiries by the Authority about the Contractor's Staff providing EM Monitoring and Mapping the Services.	Must
EMS-2328	Service Management	The EM Monitoring and Mapping Contractor's Staff, providing the EM Monitoring and Mapping Services, shall not have any unspent convictions as defined in the Rehabilitation of Offenders Act 1974, unless the Contractor believes that the conviction is irrelevant to the execution of their duties. The EM Monitoring and Mapping Contractor shall refer such cases to the Authority for consideration.	Must
EMS-2182	Service Management	The EM Monitoring and Mapping Contractor shall produce a BCDR Plan, in accordance with the associated Product Description template provided by the Authority, and submit the BCDR Plan in accordance with the Acceptance Procedure for approval by the Authority.	Must
EMS-2181	Service Management	The EM Monitoring and Mapping Contractor shall review the BCDR Plan no less than every six (6) Months and when significant changes occur to the Services, updating the BCDR Plan as necessary and submit the updated BCDR Plan for approval by the Authority.	Must

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Reference	Category	Service Requirement	Priority
EMS-5197	Service Management	The EM Monitoring and Mapping Contractor shall provide reasonable support to the Authority in its production of the Integrated BCDR Plan.	Must
EMS-2183	Service Management	The EM Monitoring and Mapping Contractor shall support the planning of and participate in all reasonable tests of the Integrated BCDR Plan organised by the Authority and/or the EM&FS Contractor. The Authority or EM&FS Contractor, as applicable, will provide the results of the tests to the EM Monitoring and Mapping Contractor, within ten (10) Business Days of the completion of the tests, clearly identifying all Remedial Actions arising from the tests.	Must
EMS-2186	Service Management	In the event of a Disaster or a catastrophic failure of the EM Monitoring and Mapping Services, the EM Monitoring and Mapping Contractor shall have plans in place to restore the EM Monitoring and Mapping Services within 2 hours, dependent on the nature and severity of the incident. Plans to achieve recovery of Services covering anticipated scenarios shall be developed and published in the BCDR Plan. Where decisions are required by the Authority, or the EM&FS Contractor, acting as its agent, regarding BCDR Plan Invocation, the time taken to invoke BCDR will be excluded in the measurement of elapsed recovery time for CDI purposes.	Must
EMS-2188	Service Management	The EM Monitoring and Mapping Contractor shall test its BCDR Plan annually, within one (1) month of each anniversary of the Services Commencement Date and within one (1) Month of the implementation of significant Changes to the EM Monitoring and Mapping Services. The results of these tests shall be made available to the Authority within ten (10) Business Days of the tests, clearly identifying all Remedial Actions arising from the tests.	Must
EMS-2191	Service Management	The EM Monitoring and Mapping Contractor shall, acting reasonably, minimise the impact on other EM Contractors, the Authority, Related Organisations and Subjects during Disaster Recovery.	Must
EMS-827	Service Management	The EM Monitoring and Mapping Contractor shall support the EM&FS Contractor in the production of Service Management Monthly Reports as specified by and agreed with the Authority. The EM Monitoring and Mapping Contractor shall support the EM&FS Contractor in the production of Service Management Monthly Reports including for:	Must

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Reference	Category	Service Requirement	Priority
		<ol style="list-style-type: none"> 1. Subject Devices; 2. Usage of the EM Monitoring and Mapping Service; and 3. Supporting information relating to the operation of EM Monitoring and Mapping Service. 	
EMS-828	Service Management	The EM Monitoring and Mapping Contractor shall create an Incident Report in accordance with CDI M7 (Incident Reports) containing sufficient information for the EM&FS Contractor to create an overall Incident Report.	Must
EMS-921	Service Management	The EM Monitoring and Mapping Contractor shall, within twelve (12) Business Hours of receiving each complaint relevant to the EM Service, log and report it to the EM&FS Contractor.	Must
EMS-1780	Service Management	The EM Monitoring and Mapping Contractor shall implement ITSM and ITSCM processes, procedures and systems in accordance with ITIL V3 2011 to the extent specified in the IT Service Model.	Must
EMS-1784	Service Management	All changes to the Contractor's service management procedures, processes and systems that affect the EM Services shall only be implemented following agreement in accordance with the Integrated Contract Change Procedure.	Must
EMS-1785	Service Management	The service management processes and procedures of the EM Monitoring and Mapping Contractor shall be integrated with the EM Service Desk.	Must
EMS-1704	Service Operation	The EM Monitoring and Mapping Contractor shall, when requested via a Service Request, provide relevant data from the Event Master Data Store, as evidence in a format that is acceptable to the Court.	Must
EMS-1774	Service Operation	The EM Monitoring and Mapping Contractor shall provide Third Line Support and Second Line Support for the EM Monitoring and Mapping Services and shall support the EM&FS Contractor in its provision of First Line Support and Second Line Support for the EM Monitoring and Mapping Services and First Line Support, Second Line Support and Third Line Support of the EM Service including provision of sufficient information and knowledge transfer.	Must
EMS-1776	Service Operation	The EM Monitoring and Mapping Service shall be integrated into the EM&FS Contractor System Monitoring Services and EM Monitoring and Mapping Contractor shall provide requirements for monitoring rules to be set up to provide automatic detection of (as a	Must

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Reference	Category	Service Requirement	Priority
		<p>minimum):</p> <ul style="list-style-type: none"> - delays in communication between the EM Services and the EM Monitoring and Mapping Service; - failures in EM Monitoring and Mapping Service resiliency; and - faults within the EM Monitoring and Mapping Service. 	
EMS-1778	Service Operation	The EM Monitoring and Mapping Contractor shall diagnose recorded exceptions in relation to the EM Monitoring and Mapping Services arising from the Systems Monitoring Services and pass the relevant details to the EM&FS Contractor.	Must
EMS-1779	Service Operation	<p>The EM Monitoring and Mapping Contractor shall create a capacity and performance baseline of its ICT systems with thresholds set in agreement with the EM&FS Contractor.</p> <p>The EM Monitoring and Mapping Contractor shall monitor such thresholds and inform the EM&FS Contractor, Monthly when a warning threshold is exceeded, or Immediately when a critical threshold is exceeded.</p> <p>When any threshold is exceeded, the EM Monitoring and Mapping Contractor shall provide details to the EM&FS Contractor of the EM Monitoring and Mapping Contractor's proposed remediation activities and associated timescales to implement such remediation activities.</p>	Must
EMS-576	Stakeholder Management	The EM Monitoring and Mapping Contractor shall contribute information and content in relation to the EM Services, to the Authority, for maintenance of the content of the public website.	Must
EMS-2951	Subject Monitoring	<p>The EM Monitoring and Mapping Service shall treat each HMU, Location Tag and RF Device as individual Subject Devices, and shall support flexible relationships between Location Tags, RF Devices (as applicable) and HMUs through the:</p> <ul style="list-style-type: none"> (i) assignment of one or more Location Tags and RF Devices (as applicable) to an HMU; and (ii) assignment of a Location Tag or RF Device (as applicable) to one or more HMU(s). 	Must
EMS-5198	Subject Management Monitoring	The EM Monitoring and Mapping Service shall raise an Alert, in accordance with the 1-2 ICD, if a Subject Device has not moved within a configurable timeframe, which can be defined per Order.	Must
EMS-5199	Subject Support	The EM Monitoring and Mapping Service shall support configuration of the HMU call buttons in accordance with the 2-3 ICD.	Must

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Reference	Category	Service Requirement	Priority
EMS-1528	Tamper	The EM Monitoring and Mapping Service shall raise an Alert to the EM&FS Service of instances where a Location Tag or RF Device (as applicable) is detected by more than one (1) HMU within a time period to be agreed operationally between the EM Monitoring and Mapping Contractor and the EM Hardware Contractor, when the expected location of the HMUs are more than a configurable threshold distance apart.	Must
EMS-1529	Tamper	For the purposes of detecting location spoofing and of HMUs situated in the wrong location, the EM Monitoring and Mapping Service shall raise an Alert in accordance with the 1-2 ICD, whenever the location of an HMU detected by a Location Tag (including for HMUs assigned to other Subjects) is in excess of a configurable distance, from the HMU's expected location, according to the Business Logic documented in the EM Monitoring and Mapping Contractor's HLD.	Must
EMS-2338	Training	Following Services Commencement Date, when requested, the EM Monitoring and Mapping Contractor shall provide to the Authority all Training Materials relating to the EM Monitoring and Mapping Service within five (5) Business Days. Additional Training Services, including delivery of additional Training Courses or updating of existing Training Materials, will be in accordance with the Integrated Contract Change Procedure.	Must
EMS-2340	Training	The EM Monitoring and Mapping Contractor shall devise a satisfaction survey and invite all EM&FS Contractor staff, who have undertaken training under the Training Services, to complete it. The results of this survey shall be recorded and used to inform future training provision and shall be provided to the Authority and EM&FS Contractor on request.	Must
EMS-1941	Usability	The EM Monitoring and Mapping Services shall be compatible with agreed versions of web browsers for Services Commencement. Thereafter, the EM Monitoring and Mapping Services will be upgraded through Integrated Contract Change Procedure, to work with agreed , the prevailing versions in use across the Stakeholders of the different web browsers, namely Internet Explorer (version 9 and above), Mozilla Fire-Fox, Google Chrome and Safari (browser supported versions), that are deployed within the Authority and Related Organisations End User Devices and secure networks accommodating the different levels of security restrictions in operation.	Must
EMS-2892	Usability	The EM Monitoring and Mapping Contractor shall collaborate with the EM&FS Contractor and the Authority to agree as far as relevant, a single common specification for the Iframe and Portal Look and Feel.	Must

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Future Innovations

Reference	Category	Requirement	Priority
EMS-1548	Insight and Innovation	<p>The driving force for innovation for the EM Monitoring and Mapping Contractor shall be the geospatial content of the messages and the integration of the EM Monitoring and Mapping Service with geospatial information systems such as :</p> <p>(i) geospatial message data quality and confidence calculations; and</p> <p>(ii) transformations in geospatial message data, for example WGS 84 to OSGB36.</p> <p>Any resultant changes proposed by the EM Monitoring and Mapping Contractor shall be implemented in accordance with the Integrated Contract Change Procedure.</p>	Could
EMS-1549	Insight and Innovation	<p>The EM Monitoring and Mapping Service shall be capable of adapting to an increase in use of geospatial information in the provision of EM reflecting the growth in the number of data capture methods and the ability to use the Global Navigation Satellite System functionality and a data network connection that shall use Location Data. Any resultant change shall be implemented in accordance with the Integrated Contract Change Procedure.</p>	Could
EMS-1550	Insight and Innovation	<p>The EM Monitoring and Mapping Service shall, when requested via the Integrated Contract Change Procedure, support 3D models and 3D mapping environments for visualisation of Location Data in 3D.</p>	Could
EMS-1564	Insight and Innovation	<p>The EM Monitoring and Mapping Service shall, when requested via the Integrated Contract Change Procedure, provide visibility to the EM&FS Service when specified Subject Devices, are in the same geographic area.</p>	Could
EMS-1608	Insight and Innovation	<p>The EM Monitoring and Mapping Contractor shall, when requested via the Integrated Contract Change Procedure, implement the use of GNSS validation/monitoring services to validate Location Data received from Subject Devices as a means of identifying potential spoofing or tampering with the GPS signal.</p>	Could

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Reference	Category	Requirement	Priority
EMS-938	Insight and Innovation	The EM Monitoring and Mapping Contractor shall deliver Roadmaps that provide the basis for planned innovations and new developments of the EM Monitoring and Mapping Service. The EM Monitoring and Mapping Contractor shall review and provide updated Roadmaps to the Authority every six (6) Months from the Services Commencement Date.	Must
EMS-940	Insight and Innovation	The EM Mapping and Monitoring Contractor shall document in the EM Monitoring and Mapping Contractor's HLD that the Spatial Data Infrastructure (SDI) approach is used to provide a reference framework for any innovation of the EM Monitoring and Mapping Service. The EM Monitoring and Mapping Service shall be capable of being used in conjunction with web-based geospatial information systems and that this approach is reflected in any innovation of the EM Monitoring and Mapping Service.	Must
EMS-941	Insight and Innovation	<p>The EM Monitoring and Mapping Contractor shall, when requested via the Integrated Contract Change Procedure, provide innovation of the EM Monitoring and Mapping Service that addresses key mapping trends including:</p> <p>(i) absorption of mainstream technologies, such as the Cloud and Software as a Service, into geospatial information;</p> <p>(ii) increasingly interconnected data through the data networks via capabilities such as Linked Data, which shall challenge current standards methods;</p> <p>(iii) rapid distribution and absorption of information through mobile and web-based interaction channels;</p> <p>(iv) accelerated responses to that information, as location devices become pervasive (the concept that everything and everyone will be locatable and contactable); and</p> <p>(v) the provision of 4D geospatial information.</p>	Could
EMS-942	Insight and Innovation	<p>The EM Monitoring and Mapping Contractor shall, when requested via the Integrated Contract Change Procedure, provide the following:</p> <p>(i) Interior Models: Although it is recognised that there are no universally available interior</p>	Could

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Reference	Category	Requirement	Priority
		<p>building models due to the significant level of effort required to develop such data sets, on a case by case basis, such a dataset may be built using CityGML, GeoPDF and Building Information Models (BIM). However, such an approach would only be of value if interior navigation tracking methods were used in support to provide an accurate location fix. The EM Monitoring and Mapping Contractor shall adopt such an approach for locations such as Approved Premises or HM Prisons where the Authority considers this approach to be necessary;</p> <p>(ii) Fusion at the Glass: Using this approach enables the inclusion of other relevant services such as CCTV feeds or other surveillance feeds operated by local authorities and other Government departments and bodies provided that correct permissions, network connectivity and interfaces are in place.</p> <p>(iii) Spatial Analysis: The EM Monitoring and Mapping Contractor recognises the limitations of the various interaction channels to support spatial analysis and the EM Monitoring and Mapping Contractor shall provide for the use of desktop GIS software working against local data to undertake modelling and analysis work. The completed models shall be capable of being deployed and run on the main server stack, and reference mapping shall be capable of being served to the GIS client from this stack. However, it is recognised that to process several million tracking points in order to identify patterns in behaviour, this may best be done using local data.</p>	
EMS-2904	Insight and Innovation	The EM Monitoring and Mapping Contractor shall, when requested via the Integrated Contract Change Procedure, with the support of the EM Hardware Contractor and in consultation with the Authority, produce a CoCo relating to the 2-3 ICD.	Could
EMS-1949	Insight and Innovation	If cryptographic key material becomes relevant to the interface between the EM Monitoring and Mapping Service and the EM Hardware Service, the 2-3 ICD shall be amended via the Integrated Contract Change Procedure to support management of the cryptographic key material, including remote renewal and replacement.	Could



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SCHEDULE 3

THIRD PARTY SOFTWARE LICENCES

1. Third Party Software Licences

Below are details of the Third Party Software that is used as part of the Software for EM. This covers Third Party IPR contained in the Software REDACTED

Software	What For	Licence	EULA
REDACTED	REDACTED	REDACTED	REDACTED

2. Third Party IPR contained in Services

Below are details of Software provided as part of the Services e.g. REDACTED

Software	What For	Licence
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED

3. Assets

The Contractor purchased assets on behalf of the Authority under the Proof of Concept Agreement. Such assets are held at the risk of the Contractor by the Contractor for use in the provision of the Services under this Contract. Title to these assets sits with the Authority pursuant to purchase order arrangement 3427691. The Contractor will maintain a register of the assets which will be available to the Authority subject to provision of 10 (10) Days written notice

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SCHEDULE 4

EM TESTING

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PART A: INTRODUCTION**1. NOT USED****2. INTRODUCTION**

2.1 The Contractor shall undertake all testing activities under the Contract in accordance with the requirements identified in this Schedule 4.

2.2 This Schedule 4 specifies the:

2.2.1 general requirements that apply to all testing to be carried out under this Contract, as set out in Part B (General Requirements) of this Schedule 4;

2.2.2 requirements for the testing of the Services, any new Services or any changes to existing Services, as set out in Part C (Requirements for Testing of Services) of this Schedule 4;

2.2.3 details of the governance arrangements that apply to testing together with assurance and improvement processes, as set out in Part D (Testing Governance, Assurance and Improvement); and

2.2.4 Not used;

2.2.5 requirements for testing support on request during the transfer of the Services to a New Contractor during the Exit Period as set out in Part F (Testing Requirements to Support Transfer of Services to New Contractors) of this Schedule 4 and in accordance with Schedule 11 (Exit Management and Transfer).

2.3 All testing conducted by the Contractor shall comply with EM Programme Test Strategy, as may be varied by the Authority from time to time, except where exceptions are agreed between the Parties in the relevant Test Strategy. Consequential Changes will be agreed under the Integrated Contract Change Procedure.

2.4 Where the Parties consider it necessary, the testing requirements set out in this Schedule 4 may be varied by agreement in accordance with the Integrated Contract Change Procedure, subject to prior written approval by the Authority's test representative.

2.5 Any Authority or other EM Contractor dependencies identified within any documentation relating to testing shall have no contractual effect however Dependencies will be managed by the Authority's Programme Management

Office using the Management of Dependencies process (as defined in the Collaboration Agreement) .

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

PART B: GENERAL REQUIREMENTS

3. COLLABORATION WITH OTHER ORGANISATIONS

- 3.1 The testing requirements described in this Schedule 4 are intended to support, and be supported by, effective joint working between all parties involved in delivering the EM Services to the Authority, and the Contractor shall comply with its applicable roles and responsibilities as assigned to the Contractor in the EM Programme Test Strategy.

- 3.2 In planning any Test, the Authority may specify what Related Organisation, sub-contractor, other EM Contractor, or other organisation involvement is appropriate. The Contractor shall consult such Related Organisation, sub-contractor, other EM Contractor, or other organisation as directed by the Authority.

- 3.3 Where a Related Organisation, sub-contractor, other EM Contractor, or other organisation is involved in a Test, the Contractor shall provide such entities with all necessary assistance and information in connection with the conduct of that Test.

- 3.4 Where the Contractor, other EM Contractor or Related Organisation fails or, in the reasonable opinion of the Authority, is likely to fail to meet its obligations under a Test as set out in the EM Programme Test Strategy and/or the relevant Test Plan, the Authority may require the Contractor on written notice to cease any or all activities connected with such Test until such time as the failure has been rectified or in the reasonable opinion of the Authority the risk of such failure occurring has been removed.

- 3.5 Where the Contractor, in meeting its obligations under this Schedule 4, consults or otherwise directly works with one or more sub-contractors, other EM Contractors, or other organisations, the Contractor shall provide the Authority with visibility of such interaction equivalent to that provided for Contractor activities.

- 3.6 The Contractor shall collaborate with the Authority, the other EM Contractors and the Related Organisations with which its own systems and services interface to undertake Interface Testing of each such interface as set out in the EM Programme Test Strategy. The Contractor shall take part in and support the governance of the Interface Testing.

4. CONTRACTOR TEST MANAGER

- 4.1 The Contractor shall identify a Test Manager as necessary to oversee and be responsible for:

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- 4.1.1 all testing conducted or supported by the Contractor during the Term;
 - 4.1.2 all testing conducted by or on behalf of the Contractor in relation to the creation of new Services or Changes to Services, as established in an individual project, Release or similar activity; and
 - 4.1.3 supporting New Contractor(s) in all testing activities in relation to the Exit Assistance and Services provided during the Exit Period.
- 4.2 Where the Contractor has multiple internal groups for different testing activities, the identified Test Manager shall be the single point of contact to the Authority for all such Contractor testing activities.

PART C: REQUIREMENTS FOR TESTING OF SERVICES**5. GENERAL REQUIREMENTS**

- 5.1 The Contractor shall complete the following activities in relation to the testing of the Services (including any Deliverables), any new Services or Changes to existing Services for all Tests for which it is identified as responsible in the EM Programme Test Strategy and any other associated Test Strategy:
- 5.1.1 Test Planning;
 - 5.1.2 Test Design & Implementation;
 - 5.1.3 Test Monitoring & Control;
 - 5.1.4 Test Execution; and
 - 5.1.5 Test Completion.
- 5.2 All inputs to and outputs from Test Planning, Test Design & Implementation, Test Monitoring & Control, Test Execution and Test Completion shall be:
- 5.2.1 held under formal Configuration Management; and
 - 5.2.2 subject to the operational change management processes established by the Authority and, where applicable, the Integrated Contract Change Procedure.
- 5.3 Each Party shall provide to the other all necessary assistance and information in connection with the preparation for, and conduct of, the Tests.
- 5.4 All Test Strategies and Test Plans produced by the Contractor shall include or reference task scheduling information which shall be consistent with and enable the achievement of the Key Milestones set out in Schedule 5 (Mobilisation).
- 5.5 Not used.

- 5.6 The Contractor shall provide a Test Traceability Matrix as a deliverable from all test phases which shall trace the subset of Contractor's Service Requirements that is deemed in-scope for that phase to associated Verification Methods, Test Cases and Test Incident Reports.
- 5.7 Not used.
- 5.8 The Contractor shall identify the Verification and Validation technique to be applied to each of the requirements specified in the Service Requirements, including but not limited to certification, Test Conditions and Expected Test Results.
- 5.9 Following the execution of proposed Tests, the Contractor shall, without undue delay, update the Test Traceability Matrix to include the Actual Test Results along with status of the proposed Tests and shall share with the Authority the complete list of Test Incident Reports along with associated Remedial Actions.
- 5.10 Following execution of proposed Verification and Validation methods, the Contractor shall, without undue delay, update the Test Traceability Matrix in accordance with the Traceability Strategy.
- 5.11 The Contractor shall establish and maintain a Test Traceability Matrix to reflect a much reduced requirement on the Lots aligned to the original contractual provision.

6. TEST STRATEGY

- 6.1 The Test Manager shall be responsible for the preparation and agreement of a Test Strategy setting out the testing activities for the Services and Changes to the Services, unless the Authority notifies the Contractor that the Authority shall carry out these activities or that they will be carried out by another EM Contractor.
- 6.2 Where the Test Strategy is created by the Authority or another EM Contractor, the Contractor shall provide all necessary assistance in the preparation and agreement of the Test Strategy.
- 6.3 Each Test Strategy created by the Contractor shall be created either as a Documentary Deliverable in accordance with the Document Approval Process or embedded within a Test Plan as agreed with the Authority in each case (which may itself be subject to the Document Approval Process).
- 6.4 Where a Test Strategy is created as a discrete Documentary Deliverable, the Contractor shall:
- 6.4.1 create a Product Description for the Test Strategy materially in accordance with the template Product Description (set out in Appendix 2 (Template Product Description) to Schedule 24 (Acceptance Procedures)) or otherwise provided by the Authority, as may vary from time to time which shall be subject to Acceptance by the Authority in accordance with Schedule 24 (Acceptance Procedure); and

- 6.4.2 create the Test Strategy in accordance with the Test Strategy Product Description.
- 6.5 Where the Test Strategy is embedded within a Test Plan, the provisions for the creation of a Test Plan as applicable shall apply in addition to the following Paragraphs.
- 6.6 Unless otherwise agreed in writing, the Test Strategy created by the Contractor shall conform to the agreed EM Programme Test Strategy. All variations to the provisions of the EM Programme Test Strategy shall be clearly and unambiguously documented in the Test Strategy for review and agreement by the Authority.
- 6.7 Pursuant to Paragraph 3.3, the Contractor shall consult with the Authority and any relevant Related Organisations, sub-contractors, other EM Contractors, and/or other organisations regarding the preparation of the Test Strategy. In particular, the Contractor shall consult the Authority and any relevant Related Organisations, sub-contractors, other EM Contractors, or other organisations regarding the acceptability of the proposed scope, duration and timing of the testing activities, proposed Tests, proposed sources of Test Data, proposed Test Environments and any proposed Authority, Related Organisation, sub-contractor, other EM Contractor or other organisation responsibilities in preparing for, monitoring, executing or reporting of the Tests.
- 6.8 The Contractor shall ensure that the Test Strategy minimises potential disruption to the EM Services, Live Environment and the Authority's business and Related Organisations' business.
- 6.9 In accordance with the provisions of this Schedule 4 and the EM Programme Test Strategy, the Test Strategy shall identify whether the Contractor, sub-contractor, the Authority or other EM Contractor will be responsible for conducting each Test, and shall identify the supporting responsibilities of the other parties in each case.
- 6.10 Unless otherwise agreed between the Parties, and as specified in the Test Strategy, each Party shall provide Test Data for the Tests for which it is identified as responsible. Where a party requires the other party to provide Test Data this shall be made clear in the Test Strategy. The Contractor shall conform to the Test Data Strategy provisions set out in the EM Programme Test Strategy.
- 6.11 The Contractor shall ensure that the proposed sources and use of Test Data that it provides would cause neither the Contractor nor the Authority to breach any of its applicable obligations under the Data Protection Legislation, and would not cause the Authority to breach the terms of its registration under the Data Protection Act 1998.
- 6.12 The Contractor shall not propose, supply, or knowingly use any Live Data for testing purposes outside of the Live Environment and shall not unduly rely on the use of Anonymised Live Data or Obfuscated Live Data for testing. Furthermore, the Contractor shall ensure that its construction of Synthetic Test Data is sufficient to achieve the Test Objectives in each case.

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- 6.13 Unless otherwise agreed between the Parties, and as specified in the Test Strategy, the Contractor shall provide the Test Environment(s) for which it is identified as responsible in the Test Strategy, and shall ensure that the Test Environment(s) simulate(s) the Live Environment and/or the Authority's, Related Organisations' or other users' business as far as is necessary to meet the Test Objectives.
- 6.14 The Contractor shall provide the Authority with access to associated Test Tools in use by the Contractor for the Authority's use in assuring Tests for which the Contractor is identified as responsible in the associated Test Strategy. The Contractor shall take account of the Authority's requirements in this respect when preparing the Test Strategy.
- 6.15 The Parties shall conduct the Tests in accordance with their respective obligations under the applicable Test Strategy.
- 6.16 The Parties shall conduct the Tests in accordance with the time scales defined in the Test Strategy and supporting Test Plan(s) as applicable.
- 6.17 The Contractor shall identify all the Contractor's Staff involved in the delivery of testing under the EM Programme Test Strategy and each Test Strategy, including any third party test organisation, and ensure they are suitably trained and qualified according to the requirements of the EM Programme Test Strategy.
- 6.18 The Contractor shall identify the risks, assumptions, issues and dependencies affecting the implementation of each Test Strategy along with an appropriate mitigation plan from a testing perspective.
- 6.19 The Contractor shall ensure where applicable that each Test Strategy defines the Test Environment capability and the Test Deliverables for on-going changes, live incident fixes and patch management, including the re-test and regression test approach.

7. TEST DELIVERABLES

- 7.1 The Contractor shall be responsible for the preparation and agreement by the Authority in writing of the Test Deliverables for which it is identified as being responsible for producing in the Test Strategy and associated Test Plans.
- 7.2 Test Deliverables shall be created in accordance with the applicable Product Description. Where the Contractor is to produce a Product Description, it shall do so in accordance with the associated template Product Description included in this Contract or provided by the Authority, as may vary from time to time, unless otherwise agreed in writing by the Authority.
- 7.3 Each Product Description shall establish the degree of Authority involvement in the review and approval of the Test Deliverable and the date by which the associated Test Deliverable must be completed. Each Test Strategy prepared by the Contractor shall be subject to the Document Approval Process. Specific Test Plans and corresponding Test Completion Reports may also be designated by

the Authority as requiring review and approval by the Authority under the Document Approval Process.

- 7.4 Where a Test Deliverable is subject to formal review and approval by the Authority, the Contractor shall develop a draft Product Description materially consistent with the applicable template Product Description provided by the Authority and shall make the draft Product Description available to the Authority for review in accordance with the Document Approval Process.
- 7.5 The Contractor shall prepare and gain approval for the associated Test Deliverable from the Authority in accordance with the agreed Product Description.
- 7.6 Where the Test Strategy is embedded within a Test Plan, the preceding provisions shall apply for the Test Strategy section of the Test Plan.
- 7.7 Where Test Deliverables are contained within Test Tools, the provisions of the associated template Product Descriptions shall still apply.
- 7.8 All deviations from the Authority template Product Descriptions for Test Deliverables shall be set out by the Contractor in the Test Strategy, and shall be subject to review and written agreement by the Authority.

8. TEST EXECUTION

8.1 Contractor Tests

- 8.1.1 Each Test Strategy or Test Plan as applicable shall set out the Test Entry Criteria for the associated Tests including, but not limited to, the generic Test Entry Criteria set out in the EM Programme Test Strategy and the date by which the Contractor shall be required to pass the Test Entry Criteria. On or before the planned start date for the Tests the Contractor shall hold a Test Entry Review to establish whether the Test Entry Criteria have been met. The Contractor shall inform the Authority at least five (5) Business Days prior to the date of commencement of a Test Entry Review in order to allow the Authority to attend the Test Entry Review as a Test Witness or, for Factory Acceptance Testing, to allow the Authority to chair the Test Entry Review.
- 8.1.2 Fulfilment or otherwise of the Test Entry Criteria shall be documented by the Contractor and provided to the Authority within two (2) Business Days of the Test Entry Review.
- 8.1.3 Prior to the execution of each Test for which the Contractor is responsible, the Contractor shall establish and operate a Defect Review Board for the duration of the Test.
- 8.1.4 During the execution of all Tests for which the Contractor is responsible the Contractor shall maintain an up-to-date record of all



Actual Test Results, including supporting evidence, irrespective of whether the Tests were successful or unsuccessful.

- 8.1.5 The Contractor shall create a Test Incident Report for each instance where the Actual Test Results differ from the Expected Test Results for a Test, recording the Test Incident Report in the Test Incident Log. Additionally, the Contractor shall create a Test Incident Report for observations that are of a cosmetic nature or could lead to ambiguity or instability of the Services, even where the Actual Test Results match the Expected Test Results.
- 8.1.6 All Test Incident Reports created by the Contractor shall be raised in accordance with the Test Incident Reporting process and handled according to the Defect Management process under the control of the Defect Review Board established for the Test, as set out in the EM Programme Test Strategy.
- 8.1.7 Each Test Strategy or Test Plan as applicable shall set out the Test Exit Criteria for the associated Tests including, but not limited to, the generic Test Exit Criteria set out in the EM Programme Test Strategy and the date by which the Contractor shall be required to pass the Test Exit Criteria. On or before the planned completion date for the Tests the Contractor shall hold a Test Exit Review to establish whether the Test Exit Criteria have been met. The Contractor shall inform the Authority at least five (5) Business Days prior to a Test Exit Review in order to allow the Authority to attend the Test Exit Review as a Test Witness or, for Factory Acceptance Testing, to allow the Authority to chair the Test Exit Review.
- 8.1.8 The outcome of the Test Exit Review shall be documented by the Contractor and provided to the Authority within two (2) Business Days of the Test Exit Review.
- 8.1.9 Unless otherwise agreed in writing by the Authority, a Test Item shall not be considered to have passed such Test until the associated Test Exit Criteria have been met.
- 8.1.10 The following Test Exit Criteria shall apply to each Test in respect of unresolved Test Incident Reports:
 - (a) there are zero (0) unresolved Severity 1 Test Incident Reports;
 - (b) there are zero (0) unresolved Severity 2 Test Incident Reports;
 - (c) that, on the basis of the outcome of a duly conducted risk assessment, the unresolved Severity 3 Test Incident Reports, Severity 4 Test Incident Reports and Severity 5 Test Incident Reports cumulatively do not, in the opinion of the Defect Review Board, represent undue risk to the next Test, the EM Services, the Authority's, any Related Organisations' or other users' business, and/or the Services as applicable. Such risk

assessment shall be documented by the Contractor in the associated Test Completion Report;

- (d) there are zero (0) unresolved Priority 1 Test Incident Reports;
 - (e) there are zero (0) unresolved Priority 2 Test Incident Reports; and
 - (f) each unresolved Test Incident Report has agreed Remedial Actions in accordance with its agreed Priority.
- 8.1.11 The Authority shall have the right to determine that the risks associated with unresolved Test Incident Reports are such that the Test Exit Criteria have not been met.
- 8.1.12 All unresolved Test Incident Reports at the conclusion of a Test shall contribute to the total of unresolved Test Incident Reports to be evaluated against the Test Exit Criteria of the next Test. Where there are no further Tests defined all such unresolved Test Incident Reports shall be evaluated against the applicable Test Exit Criteria.
- 8.1.13 The determination of unresolved Test Incident Reports in relation to the evaluation of Test Exit Criteria pursuant to Paragraph 8.1.10 shall include all unresolved Test Incident Reports that remain unresolved in relation to the Test Items from any previous Test or Release.
- 8.1.14 Notwithstanding the provisions of Paragraph 8.1.10 and Paragraph 8.4, and without limitation to the Authority's other rights and remedies under this Contract, the Authority reserves the right to permit the Contractor to progress to the next Test.
- 8.1.15 The Contractor shall report to the Authority or Authority's Representative as soon as reasonably practical any material occurrences which may have an adverse impact but which are not subject to a Test Incident Report observed by the Contractor throughout testing.

8.2 Authority Tests

- 8.2.1 The Contractor shall provide information as requested by the Authority to allow the Authority to establish whether the Test Entry Criteria for an Authority Test have been met. The Contractor shall attend a Test Entry Review where required by the Authority, within which the Test Entry Criteria will be evaluated. The Authority will document the outcome of the Test Entry Review and provide this to the Contractor within two (2) Business Days of the Test Entry Review.
- 8.2.2 Prior to the execution of each Test for which it is responsible the Authority will establish and operate a Defect Review Board for the duration of the Test. The terms of reference for the Defect Review

Board will be set out in the Test Strategy or Test Plan associated with the Test as applicable.

- 8.2.3 The Contractor shall participate in the Defect Review Board for the duration of the Test, and shall resolve Test Incident Reports in accordance with the assigned Priority and Severity in each case.
- 8.2.4 Throughout each Authority Test the Contractor shall provide to the Authority, and any Related Organisation, sub-contractor, other EM Contractor, or other organisation as required all necessary support and assistance as the Authority requires in order to achieve the Test Exit Criteria for the Test.
- 8.2.5 Unless otherwise agreed in writing by the Authority, a Test Item shall not pass out of a Test until the associated Test Exit Criteria have been met.
- 8.2.6 As a minimum, the following Test Exit Criteria shall apply to each Test in respect of unresolved Test Incident Reports:
- (a) there are zero (0) unresolved Severity 1 Test Incident Reports;
 - (b) there are zero (0) unresolved Severity 2 Test Incident Reports;
 - (c) that on the basis of the outcome of a duly conducted risk assessment the unresolved Severity 3 Test Incident Reports, Severity 4 Test Incident Reports and Severity 5 Test Incident Reports cumulatively do not, in the opinion of the Defect Review Board, represent undue risk to the next Test or, in consideration of the final planned Test, to meeting the Test Exit Criteria, the EM Services, the Authority's, Related Organisations' or other users' business, and/or Services as applicable. Such risk assessment shall be referenced by the associated Test Completion Report.
 - (d) there are zero (0) unresolved Priority 1 Test Incident Reports;
 - (e) there are zero (0) unresolved Priority 2 Test Incident Reports; and
 - (f) each unresolved Test Incident Report has agreed Remedial Actions in accordance with its agreed Priority.
- 8.2.7 The Authority shall have the right to determine that the risks associated with unresolved Test Incident Reports are such that the Test Exit Criteria have not been met.
- 8.2.8 All unresolved Test Incident Reports at the conclusion of a Test shall contribute to the total of unresolved Test Incident Reports to be evaluated against the Test Exit Criteria of the next Test. Where there are no further Tests defined for the Release all such unresolved Test

Incident Reports shall be evaluated against the Acceptance Criteria and Remedial Actions agreed in accordance with their agreed Priority.

8.2.9 The determination of unresolved Test Incident Reports in relation to the evaluation of Test Exit Criteria pursuant to paragraph 8.2.6 shall include all unresolved Test Incident Reports that remain unresolved in relation to the Test Items from any previous Test or Release.

8.2.10 Notwithstanding the provisions of Paragraph 8.2.6 and Paragraph 8.4, and without limitation to the Authority's other rights and remedies under this Contract, the Authority reserves the right to permit the Contractor to progress to the next Test.

8.3 Suspension/Resumption of Tests

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

8.4 Consequences of an Unsuccessful Test or Outstanding Test Incident

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

- (a) activities to be undertaken by the Contractor to remedy the unresolved Test Incident Report and specific actions (if any) to be taken by the Authority;
- (b) the Test(s) to be repeated, including any regression testing;
- (c) schedule for conducting the Test(s);
- (d) the number of permitted cycles for repeat testing (which shall not, without the Authority's prior written agreement, exceed two (2) further cycles of repeat testing) to be performed over a maximum duration of one (1) Month (unless otherwise agreed by the Authority in writing); and
- (e) the revised date by which the Contractor shall meet the Test Exit Criteria.

- 8.4.2 The Authority may require provision to be made in the Remedial Actions for such additional testing/Test(s) as the Authority reasonably considers necessary in the circumstances.
- 8.4.3 Once Remedial Actions are approved by the Authority, the Contractor shall implement them in accordance with their terms.
- 8.4.4 Notwithstanding any request notified by the Authority under Paragraph 8.4.1, approval by the Authority of any Remedial Actions (including any revised date as referred to in Paragraph 8.4.1(e)), the Contractor shall not be relieved of any liability for Delay Deductions or otherwise in respect of failing to achieve the Test Exit Criteria by the applicable date except to the extent expressly agreed in writing by the Authority.

9. TEST COMPLETION

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

PART D: TESTING GOVERNANCE AND ASSURANCE AND IMPROVEMENT

10. TESTING GOVERNANCE

- 10.1 The Parties shall govern testing using the governance bodies identified in this Paragraph 10 and in accordance with the EM Programme Test Strategy, resolving conflicts within this testing governance framework wherever possible. When conflicts cannot be resolved within the testing governance framework, the Parties shall attempt to resolve the conflict by escalating within the governance arrangements referenced in Clause 23 (Governance). Where conflicts still cannot be resolved the Parties shall invoke the Dispute Resolution Procedure in accordance with Clause 44 (Dispute Resolution).
- 10.2 **Test Assurance Working Group**

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- 10.2.1 The Test Assurance Working Group meetings will provide a regular forum for oversight by the Authority of all testing activities conducted in relation to the establishment of the Services and changes to the Services.
- 10.2.2 The Contractor's Test Manager shall attend each Test Assurance Working Group meeting, the standard terms of reference for which are set out in the EM Programme Test Strategy.
- 10.2.3 Test Assurance Working Group meetings will be organised by the Authority and shall be held on a weekly basis, or as otherwise directed by the Authority from time to time by prior written notice.

10.3 Communication and Reporting

- 10.3.1 The Contractor shall provide the Authority with regular progress reports at a frequency agreed with the Authority and as specified in the associated Test Strategy.

11. TEST ASSURANCE BY OR ON BEHALF OF THE AUTHORITY

- 11.1 The Contractor shall support Test Assurance activities conducted by or on behalf of the Authority on all Tests for which the Contractor is responsible. Such Test Assurance activities will be without prejudice to the Contractor's obligations to achieve the relevant Test Exit Criteria, conform to the applicable Acceptance Criteria (in accordance with Schedule 24 (Acceptance Procedure)), CDIs and KPIs.
- 11.2 The Contractor shall make available to the Authority all information produced for the purposes of a Test, including:
 - 11.2.1 Test Strategies;
 - 11.2.2 Test Plans;
 - 11.2.3 Test Design Deliverables, including Test Conditions, Test Cases (stating Expected Test Results), Test Procedures and Test Sets;
 - 11.2.4 Test Execution Deliverables, including Actual Test Results, Test Execution Logs, Test Progress Reports, Test Incident Logs and Test Incident Reports;
 - 11.2.5 Test Completion Reports;
 - 11.2.6 Traceability Matrices;
 - 11.2.7 Plans for the resolution of outstanding Test Incident Reports;
 - 11.2.8 Test Data and Test Data Requirement Specifications;
 - 11.2.9 Test Environment Specifications;

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- 11.2.10 Configuration Records for each Test Item (i.e. what versions of what software and hardware are to be tested in each Test); and
 - 11.2.11 details of any Test Tools used, including Test Automation Tools.
- 11.3 All of the documents referred to in Paragraph 11.2 shall comply with their applicable standard Product Description (including meeting the associated quality criteria as set out in their corresponding Product Description) or, where agreed with the Authority, their internal Contractor equivalent standards, and, where applicable, shall be subject to the Document Approval Process.
- 11.4 The Contractor shall provide the Authority with access to the Contractor's Test Tools for the purposes of assuring their use and any Test Assets contained therein. The Contractor shall take account of the Authority's requirements in this respect when preparing each Test Strategy or Test Plan as applicable.
- 11.5 The Authority shall be able to assure any and all information produced by the Contractor and activities undertaken by the Contractor to satisfy itself that Tests for which the Contractor is responsible are in its judgement sufficient to meet the overall Test Objectives. The Authority will employ but will not necessarily be limited to the following techniques:
 - 11.5.1 review of Test Deliverables and the associated Test Basis – [all issues identified will be classified by the Authority in accordance with the provisions for Documentary Deliverables];
 - 11.5.2 being a Test Witness for test execution – all issues identified will be classified in accordance with the programme issue management process;
 - 11.5.3 audit of testing processes - all issues identified will be classified and managed in accordance with the programme issue management process; and
 - 11.5.4 inspection of Test Items, Test Environments and Test Tools - all issues identified will be classified and managed in accordance with the programme issue management process.
- 11.6 Subject to Clause 33 (Protection of Information) and the confidentiality provisions applicable between the EM Contractors set out in the Collaboration Agreement, in respect of all Tests undertaken by each party, the other parties shall have the right to have Test Witnesses attend and observe such Tests. Where a Related Organisation, other EM Contractor, sub-contractor or other organisation is required to attend and observe a Test, the party conducting the Tests shall permit observers from the relevant Related Organisation, other EM Contractor, sub-contractor or other organisation to attend and observe the Test.
- 11.7 In respect of all Tests that are being undertaken by each party, that party shall provide the other party, and any Related Organisation, other EM Contractor, sub-contractor or other organisation that is to observe such Tests, with reasonable notice of which Tests are being carried out on which Days. Unless

otherwise specified in the associated Test Strategy and/or Test Plan as applicable, reasonable notice will be a minimum of five (5) Business Days. The parties and any Related Organisation, other EM Contractor, sub-contractor or other organisation shall conform to the Test Witnessing Code of Conduct as set out in the EM Programme Test Strategy.

12. TEST PROCESS MEASUREMENT & TEST PROCESS IMPROVEMENT

12.1 Where the Contractor conducts Tests in accordance with the EM Programme Test Strategy or otherwise in accordance with this Contract, the Contractor shall record and make available to the Authority all necessary measurements, Lessons Learned Logs and other sources as applicable to support Test Process Measurement and Test Process Improvement activities.

12.2 On an on-going basis, the Contractor shall review Test Process Measurements, Lessons Learned Logs and other sources as applicable for the purposes of confirming performance and to identify potential Contractor improvements or innovations.

12.3 Not used.

12.4 Not used.

12.5 The Contractor shall implement agreed Test Process Improvements, updating the Contractor's Test Strategy and supporting Test Deliverables and Test Processes accordingly. Appropriate Test Process Improvements shall be incorporated by the Authority into the EM Programme Test Strategy.

12.6 .Not used.

PART E: NOT USED

13. **NOT USED**

14. **NOT USED**

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

15. GENERAL REQUIREMENTS

15.1 Prior to the start of any Exit Period in accordance with Schedule 11 (Exit Management and Transfer), the New Contractor will establish for each applicable service element a Service Transfer Test Incident Log, for defects identified in respect of the transfer of the Services during the Exit Period. Defects in relation to the service elements themselves shall be maintained by the Contractor in the associated Test Incident Log until such time that the Test Incident Log(s) has/have been handed over to the New Contractor.

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

16. TRANSFER OF SERVICES

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

- 16.2 The Contractor shall provide all necessary support to the New Contractor(s) in the investigation, categorisation and resolution of Test Incident Reports.

17. TRANSFER OF TEST ASSETS

- 17.1 The Contractor shall ensure that all Test Assets are clearly marked with an appropriate Protective Marking and that Test Assets are stored, handled and transferred in accordance with such Protective Marking and the requirements of Schedule 11 (Exit Management and Transfer), Schedule 13 (Security) and Schedule 15 (Authority Policies).

- 17.2 Where the Contractor is or becomes aware of Test Assets being missing, incomplete, inaccurate or out-of-date it shall record without delay each instance of the same as a Test Incident Report, to be registered in the Test Incident Log established by the New Contractor in accordance with paragraph 15.1 for management by the Service Transfer Defect Review Board established by the New Contractor in accordance with paragraph 15.2.



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SCHEDULE 5

MOBILISATION

1. Key Mobilisation Principles

- 1.1 Due to the business critical nature of the EM Services, the Authority requires all EM Contractors to work together, and with the existing contractors, to ensure a seamless transition with the minimum disruption to existing Subjects or Orders.
- 1.2 The Contractor will deliver the Services and the Software in accordance with Key Milestone timescales set out in Appendix 1.
- 1.3 If one or more EM Contractors do not achieve a Key Milestone by the Key Milestone Date in Appendix 1 to this Schedule, this will not prevent the Contractor from achieving a Key Milestone and its associated Payment Milestone. If this non achievement of a Key Milestone is because of differences between the Key Milestone Dates in the EM Services Contracts then the impact of such delay on the Contractor shall be addressed through the Integrated Change Procedure.

2. Mobilisation Milestones

- 2.1 The Key Milestones timetable is set out in Appendix 1 to this Schedule 5.
- 2.2 All of the Documentary Deliverables, Deliverables and Milestones relating to each Key Milestone must be complete and must meet its applicable Acceptance Criteria (as defined in Schedule 24) in accordance with Schedule 24 before a Documentary Deliverable, Deliverable or Milestone can be considered Accepted in accordance with Schedule 24.
- 2.3 Milestone Payments shall be payable in relation to the achievement of the Payment Milestones, as set out in paragraph 3 of Schedule 6.

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**Appendix 1
Key Milestones**

Key Milestone Reference	Key Milestone Name	Key MilestoneDate
M1	REDACTED	REDACTED
M2	REDACTED	REDACTED
M3	REDACTED	REDACTED
M4	REDACTED	REDACTED
M5	REDACTED	REDACTED
M6	REDACTED	REDACTED
M7	REDACTED	REDACTED



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SCHEDULE 6

PRICE AND PAYMENT MECHANISM

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1. **Not used**

2. **Contract Price**

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

2.2 The Contract Price shall be comprised of:

(A) Mobilisation Payments consisting of Milestone Payments and Redundancy Payment

(B) Monthly Payments,

as described in this Schedule.

3. **Mobilisation Payments**

3.1 **Milestone Payments**

(A) The Milestone Payments shall only be payable following the Acceptance of all Document Deliverables, Deliverables and Milestones relating to the applicable Key Milestone as set out in Appendix 1 to Schedule 24 (Acceptance Procedure) or any other agreed Project plan.

(B) Following Acceptance of all Document Deliverables, Deliverables and Milestones referred to in Paragraph (A), the Contractor shall be entitled to deliver an invoice to the Authority for the relevant Milestone Payment.

(C) The Contractor shall ensure that any invoice relating to a Milestone Payment includes a list of all Documentary Deliverables, Milestones and Deliverables contributing the applicable Payment Milestone in the applicable invoice and corresponding Acceptance Certificates as evidence that such Documentary Deliverables, Milestones and Deliverables have been Accepted by the Authority in accordance with the Acceptance Procedure in Schedule 24 (Acceptance Procedure).

(D) All Milestone Payments shall exclude profit and risk.

(E) Milestone Payments shall be paid when the Contractor submits valid invoices for the Milestone Payment in accordance with this Paragraph 3.1 and Paragraph 6.2 of this Schedule.

(F) In respect of each Milestone Payment, the Authority shall retain the proportion of the Milestone Payment as indicated in the table at Paragraph 7.1 of this Schedule (the

“Retention Amount”).

- (G) For the avoidance of doubt, the Authority shall be under no obligation to make any Milestone Payment except where an Acceptance Sign Off has been completed.
- (H) On the receipt of an Acceptance Sign Off for each of the Payment Milestones entitled Full Service and CPP, the Contractor shall be entitled to deliver an invoice to the Authority for the relevant percentage of the Retention Amounts from all prior Payment Milestones.
- (I) The Contractor shall be required to repay to the Authority the aggregate sum of all Milestone Payments paid to the Contractor in respect of the achievement of Payment Milestones if the Agreement is terminated by the Authority pursuant to Clause 42.2 (Termination for Cause by the Authority) prior to the CPP.
- (J) Milestone Payments shall not be subject to indexation.

3.2 Delay Deductions

- (A) In the event any Key Milestone has not been achieved by the relevant Planned Completion Date, the Authority shall be entitled to raise an Integration Claim in accordance with Clause 37 of this Contract in respect of any direct costs accrued as a result of such delay by either the Authority or any EM Contractor.

3.3 Redundancy Payment

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

- (1) be comprised of:

- (a) the aggregate statutory redundancy payments (as defined and calculated in accordance with section 162 Employment Rights Act 1996) which the Contractor and its Sub-Contractors have made to Previous Contractor Transferring Employees in respect of the termination of their employment by reason of redundancy (as defined in the Employment Rights Act 1996) in respect of their continuous service up to the date of their dismissal;
 - (b) such salary and benefit costs (excluding benefits relating to early retirement) as are payable to the relevant Previous Contractor Transferring Employees by the Contractor or its Sub-Contractors during the period of employment as specified in the Mobilisation Plan provided that this shall not apply to (i) any Previous Contractor Transferring Employees whose employment has

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terminated for any reason other than redundancy in such period; or to (ii) any payments made in relation to salary or benefits that are increased on or after the Relevant Vesting Day; and

(c) any payments made under paragraphs 1.8 and 1.9 of Schedule 8 (TUPE).

- (2) exclude any sums relating to Previous Contractor Transferring Employees who were deployed away from the Service prior to the termination of their employment; and
 - (3) only include payments made in respect of terminations taking effect at the agreed time (as specified in the Mobilisation Plan) and in any event within the period of 6 Months from the Relevant Vesting Day and that relate to planned and agreed redundancies in posts listed within the Mobilisation Plan.
 - (4) in no circumstances exceed in aggregate of REDACTED
- (B) The Contractor shall use its reasonable endeavours to mitigate the risk of any Previous Contractor Transferring Employee being surplus to the Contractor's and the Sub-Contractors' requirements after the Relevant Vesting Day in the arrangements that it enters into prior to the Relevant Vesting Day to ensure a smooth transfer of the Services from the Previous Contractor to the Contractor or its Sub-Contractors.
- (C) The Contractor shall demonstrate to the satisfaction of the Authority (acting reasonably and in good faith) that in respect of a relevant Previous Contractor Transferring Employee:
- (1) redundancy is or was the genuine reason for dismissal;
 - (2) the employee was selected for redundancy by the Contractor or Sub-Contractor on objective grounds other than the fact that the Contractor is entitled to reimbursement under this provision in respect of such employee;
 - (3) the Contractor (or Sub-Contractor, as the case may be) has complied with all relevant statutory obligations which are imposed on an employer (including, but not limited to, any collective obligations under section 188 of the Trade Union & Labour Relations (Consolidation) Act 1992; and
 - (4) the Contractor (or Sub-Contractor, as the case may be) has effected any dismissal on grounds of redundancy fairly (which shall include, but not be limited to, using reasonable endeavours to find suitable alternative employment for such employee).

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- (D) The Redundancy Payment shall be invoiced in accordance with Paragraph 6.1 of this Schedule and Clause 43.3.1.
- (E) On a Monthly basis following the initial Services Commencement Date until all Redundancy Charges up to the relevant cap set out in Paragraph 7.3(A) have been paid by the Authority, the Contractor shall submit to the Authority a breakdown of its projected and actual redundancy costs and other information reasonably required by the Authority to support the claim for payment of the Redundancy Charges.

4. **Monthly Payment (MP)**

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

$$\mathbf{MP = MSSP + MMFP - MLCD - SC - ICP + ICR}$$

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

MSSP	=	Monthly Software Service Payment, as set out in Paragraph 4.2 below;
MMFP	=	the Monthly Management Fee Payment associated with the delivery of the Services during the relevant Invoicing Period, as set out in Paragraph 4.3 below;
MLCD	=	the Monthly Learning Curve Discount which shall cover the savings that shall be made by the Contractor over the relevant Invoicing Period;
SC	=	the Service Credit calculated in accordance with Paragraph 4.4 below;
ICP	=	an Integration Claim Payment pursuant to an Integration Claim against the Contractor in accordance with the Contract by the Authority or another EM Contractor for direct costs due to a Service Failure or remediation action following a Service Failure by the Contractor; and
ICR	=	an Integration Claim Receipt pursuant to an Integration Claim by the Contractor in accordance with the Contract against the Authority or another

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EM Contractor for direct costs due to a Service Failure by another EM Contractor or remediation action following a Service Failure by another EM Contractor.

4.2 Monthly Software Service Payment (MSSP)

- (A) The MSSP shall cover the Contractor's costs for the provision of the Services in accordance with the Contract.
- (B) The MSSP for each Invoicing Period in each Contract Year shall be as set out in the tables in Paragraph 7.4 of this Schedule.
- (C) The MSSP shall not be subject to indexation.
- (D) The MSSP shall be reviewed using the Integrated Change Procedure (at the initiation of either Party) if in any Month more than REDACTED are being monitored in live operation as outlined in Appendix A5. The Parties shall agree appropriate adjustments to such payment including so as to reflect any additional economies of scale available to the Contractor. For the avoidance of doubt, unless and until any adjustment is agreed under the Integrated Contract Change Procedure, the then subsisting MSSP shall continue to apply.

4.3 Monthly Management Fee Payment (MMFP)

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

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

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

PMF	=	the Percentage Management Fee, as set out in Paragraph 7.5(A) of this Schedule.
MSSP	=	The Monthly Software Service Payment, as set out in Paragraph 4.2 of this Schedule;

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ORP	=	The Operational Risk Payment, as set out in Paragraph 7.5(B) of this Schedule.
MPP	=	The Mobilisation Profit Payment, as set out in Paragraph 7.5(C) of this Schedule.
MRP	=	The Mobilisation Risk payment, as set out in Paragraph 7.5(D) of this Schedule.
COP	=	The Corporate Overhead Payment as set out in Paragraph 7.5(E) of this Schedule.

4.4 Service Credits

- (A) This Paragraph 4.4 sets out the mechanism by which Service Credits for the CDIs (as set out in Schedule 7, Appendix A (Contract Delivery Indicators)) are calculated and applied.
- (B) The Authority shall use the performance reports provided pursuant to Part B of Schedule 7 (Contract Delivery Indicators) to, among other things, verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Invoicing Period.
- (C) Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT.
- (D) The basis for calculation of Service Credits is set out in Schedule 7 (Contract Delivery Indicators).
- (E) In each Invoicing Period, Service Credits accruing for that Invoicing Period will be deducted from the Monthly Management Fee Payment (as applicable) for that Invoicing Period, up to a maximum of such Monthly Management Fee Payment.
- (F) The total value of any Service Credits accrued during any Invoicing Period shall be deducted from the Monthly Charge payable in the next Invoicing Period in accordance with Paragraph 4.4 (E) above.
- (G) The Contractor acknowledges that, in the event of incurring liability for Service Credits, it shall not be entitled to seek recovery by varying the Charges or seek recovery from the Authority in any other way. Both Parties agree that Service Credits are a reasonable method of price adjustment to reflect poor performance.
- (H) The liability of the Contractor in respect of Service Credits will be limited in accordance with Clause 38.9 (Limitations on Liability).

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- (I) If no further Monthly Payments fall due after Service Credits accrue, the Contractor shall issue a credit note to the Authority for a sum equal to any such Service Credits then outstanding, which shall be repayable by the Contractor to the Authority as a debt.

4.5 Integration Claims

- (A) This Schedule sets out the mechanism by which Integration Claims arising pursuant to the Contract shall be recovered from or by the Contractor in respect of claims for direct loss due to, or remedial action arising from the remediation of any Service Failure by the Contractor or another EM Contractor.
- (B) Integration Claim Payments are a reduction of the amounts payable in respect of the Services and do not include VAT. The Contractor shall set-off the value of any Integration Claim Payment against the appropriate invoice in accordance with the provisions of this Schedule.
- (C) Integration Claim Receipts follow the recovery of direct costs to which the Contractor is entitled in accordance with the Contract (including any Liquidated Damages recovered from any other EM Contractor) due to any Service Failure, or any remediation action due to a Service Failure, by any EM Contractor.
- (D) The Contractor confirms that it has modelled the Integration Claims to which it may be subject or which it may bring under this Contract and has taken them into account in setting the level of the Monthly Payments.
- (E) The liability of the Contractor in respect of Integration Claims will be limited in accordance with Clause 38.9 (Limitations on Liability).

5. Additional Payments**5.1 Gain Share**

- (A) The Authority wishes to incentivise the Contractor to continuously improve the financial efficiency of the Services through the use of gain share arrangements as described in this Paragraph 5.1 (Gain Share) and Paragraph 5.2 (Percentage Profit Share).
- (B) Additional provable efficiencies, over and above any efficiencies already included in the Financial Model, achieved through improvements in the Contractor's delivery processes that have been initiated by the Contractor, or in conjunction with another EM Contractor, may be eligible for Gain Share as set out in Subparagraphs (C) to (F) below. Operational service and scope changes required by the Authority shall not be eligible for Gain Share, including those initiated by another EM Contractor.

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- (C) Where the Contractor identifies an efficiency initiative that will enable the Services to be delivered for less than Baseline Cost as set out in the Financial Model in Appendix A1 and has a subsequent reduction in the price outlined in, the Contractor shall present a “Gain Share Proposal” to the Authority identifying:
- (1) any actions required from the Contractor, the Authority, any Authority Related Party and/or any Agency to facilitate the Gain Share Proposal;
 - (2) the whole-life benefits to be achieved from such initiative;
 - (3) a programme for undertaking such actions and the date by which they will be completed;
 - (4) the cost of implementation; and
 - (5) the proposed criteria for the purpose of auditing completion of the proposal.
- (D) Following receipt of a Gain Share Proposal, the Authority shall, within fourteen (14) Days:
- (1) agree it in principle subject to agreement of the applicable terms as described in Paragraph 5.1 (F); or
 - (2) reject it; or
 - (3) require the Contractor to submit further details or a revised Gain Share Proposal for discussion on a date to be specified by the Authority.
- (E) Where the implementation of a Gain Share Proposal agreed in principle by the Authority pursuant to Paragraph 5.1 (D)(1) requires additional cost to be incurred by the Authority or any Authority Related Party or Agency, the cost shall be determined using the Integrated Contract Change Procedure and deducted from benefits to be achieved prior to the calculation of Gain Share.
- (F) Following agreement in principle of any Gain Share Proposal, the Authority and the Contractor shall agree a plan (the “**Gain Share Plan**”) that shall include:
- (1) a mobilisation programme;
 - (2) the cost of implementation and method for recovery of such costs;
 - (3) an updated Financial Model , showing:

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- (a) an updated cost model based on the same forecast volume assumptions as those provided in Appendix A5 which show the difference in underlying costs and supporting assumptions to those outlined in the Financial Model shown within Appendix A1;
 - (b) the impact of the Percentage Profit Share arrangement, as outlined in Paragraph 5.2 below;
 - (c) updated prices within the “Payment Mechanism” worksheet;
- (4) Updates to any Monthly Payment under the Contract

and which shall be authorised by both Parties pursuant to a Change Notice issued in accordance with Schedule 21 Integrated Contract Change Procedure

- (G) For the avoidance of doubt, both a Gain Share Proposal and Gain Share Plan must be prepared by the Contractor and evidence of approval from the Authority of both the Gain Share Proposal and Gain Share Plan must be obtained for the gain share arrangement to commence. Once the approval of the Authority has been obtained of the Gain Share Plan, the Contractor shall perform the Contract in accordance with its provisions.

5.2 Percentage Profit Share

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

$$\text{(Adjusted Revenue – Actual Cost) / (Actual Cost),}$$

where Adjusted Revenue = Actual Revenue – ORP – MPP – MRP – COP for the Year.

- (C) The Contractor will use the Percentage Management Fee (“**PMF**”) as set out in Paragraph 7.5.
- (D) The difference between APP and PMF shall be apportioned between the Contractor and the Authority in line with the Percentage Profit Share mechanism as set out in the following table. The apportionment values set out in columns 3 and 4 of the table below shall only be applied to the relevant fraction of the Additional Profit Percentage. For example, if the PMF is 8% and the Actual Profit Percentage is 15% then, in line with the Percentage Profit Share table, 8% of it shall not be shared at all, 5% of it shall be shared in accordance with band 2 and 2% shared in accordance with band 3.

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Gain Share Profit Percent age Band	Gain Share Profit Percentage	Contractor apportionment of the Additional Profit Percentage	Authority apportionment of the Additional Profit Percentage
	Equal to or less than the PMF	N/a	N/a
	Greater than the PMF but equal to or less than the PMF plus 5 percentage points	REDACTED	REDACTED
	Greater than the PMF plus 5 percentage points but equal to or less than the PMF plus 10 percentage points	REDACTED	REDACTED
	Greater than PMF plus 10 percentage points	REDACTED	REDACTED

- (E) To allow the Authority to calculate the Percentage Profit Share and its entitlement to Additional Profit Percentage, without prejudice and in addition to the Authority's other rights under this Contract, the Contractor shall provide the Authority with a cumulative calculation in both paper and electronic copy of its Actual Revenue, Actual Costs, Actual Gain and the Percentage Profit Share for the preceding Contract Year(s), in a format set out in Appendix A6.1. The calculation shall:
- (1) be certified by the chief financial officer or a director of the Contractor as being accurate and not misleading and in conformity with all the terms of this Schedule;
 - (2) at the Authority's discretion, be verified by the Contractor's external financial auditors within thirty (30) Days of request; and
 - (3) include any Additional Profit Percentage from arrangements with Sub-Contractors.
- (F) The Contractor shall deliver its cumulative Percentage Profit Share calculation together with the supporting information within thirty (30) Business Days of the end of each Contract Year.
- (G) Following receipt by the Authority of the Percentage Profit Share calculation, the Contractor shall, at its own expense, promptly provide to the Authority any such additional information as it may reasonably request so that the Authority can verify the accuracy of the Percentage Profit Share calculation.

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- (H) Within thirty (30) Business Days of receipt by the Authority of the Percentage Profit Share calculation and all additional information, the Authority shall notify the Contractor if it agrees or disputes the Percentage Profit Share calculation. In the event of a dispute, the Parties shall refer the matter to the Dispute Resolution Procedure.
- (I) On termination or expiry of this Agreement, the Contractor shall pay or credit the amounts outstanding in relation to the Percentage Profit Share to the final Month's invoice.
- (J) For the avoidance of doubt, any profit included in the calculation of Gain Share under Paragraph 5.1 shall be excluded from the calculation of Percentage Profit Share under this Paragraph 5.2.

6. Invoicing and Payment

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

Standard Monthly Considerations:

- (A) the Monthly Payment (**MP**); detailing each component;
- (B) the Monthly Management Fee Payment (**MMFP**), detailed by each component part;
- (C) any Monthly Learning Curve Discounts (**MLCD**);
- (D) any Service Credits (**SC**);
- (E) Integration Claim Payments (**ICP**);
- (F) Integration Claim Receipt (**ICR**);

Any One-Off Considerations:

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

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- 6.2 For the Milestone Payments, the Contractor shall submit a valid invoice following the award of the relevant Acceptance Sign Off.
- 6.3 For the Monthly Software Service Payments, no earlier than five (5) Business Days after the end of each Invoicing Period the Contractor shall submit an invoice to the Authority for that Invoicing Period.
- 6.4 For the Monthly Management Fee Payment the Contractor shall submit its accurate invoice to the Authority no earlier than five (5) Business Days after the end of each Invoicing Period, showing the percentage mark-up on the MSSP and other components.
- 6.5 For the Service Credit the Contractor shall apply the relevant Monthly amount calculated in accordance with Schedule 7, Contract Delivery Indicators
- 6.6 The Contractor shall record the details of each component of the Monthly Payment during the term of the Contract and shall provide detailed breakdowns of each as part of the calculation of the Monthly invoice. The Contractor shall make such details available to the Authority in spreadsheet (Microsoft Excel 2003) format and upon request by the Authority provide further details requested to verify the calculation of the Monthly invoice.
- 6.7 Invoices may not be dated any earlier than the last Day of the Month of actual Service provision and the date the Authority receives the invoice, or the invoice's actual date, shall be the binding date that determines payment, whichever is the later.

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

7.1 **Financial variations**

Financial variations due to Volume variations will be applied as set out in Appendix A5.1, A5.2 and A5.3.

7.2 **Milestone Payments**

(A) Not Used.

(B) Not Used.

(C) The table below relates to all Key Milestones falling under the scope of this Contract and therefore all associated Payment Milestones and the Mobilisation Payments listed are within the scope of this Contract.

Payment Milestone	Mobilisation Cost	Mobilisation Payment	Retention Amount
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M1 FAT Entry	REDACTED	REDACTED	REDACTED
M2a SIT Entry 50%	REDACTED	REDACTED	REDACTED
M2b SIT Entry 50%	REDACTED	REDACTED	REDACTED
M3 UAT Entry	REDACTED	REDACTED	REDACTED
M4 OAT Entry	REDACTED	REDACTED	REDACTED
M5 Solution Readiness Entry	REDACTED	REDACTED	REDACTED
M6 Ready to Go Live	REDACTED	REDACTED	REDACTED
M7 CPP	REDACTED	REDACTED	REDACTED

- (D) The parties acknowledge that the Authority has paid for the Bill of Materials set out in Schedule 3 under the Proof of Concept Contract. If items from the Bill of Materials continue to be used by the Contractor under this Contract during the Term, the maintenance fee will apply as set out below and will be paid annually in advance on 1 April 2018 by the Authority to the Contractor.

Bill of Materials (BOM)	April 2018 – March 2019	April 2019- March 2020	April 2020- March 2021	April 2021- March 2022
Annual maintenance charge for Development and Test ICT	REDACTED	REDACTED	REDACTED	REDACTED
REDACTED Licensing*	REDACTED	REDACTED	REDACTED	REDACTED
	Jan 2019-Dec 2019	Jan 2020- Dec 2020	Jan 2021- Dec 2021	Jan 2022- Dec 2022
Data Licensing**	REDACTED	REDACTED	REDACTED	REDACTED

* Change Notice Airbus – 0020 – CR0188 REDACTED further years subscriptions will be processed through the Integrated Contract Change Procedure. The figures provided in the table above are estimates and are based on current prices; actual prices will be calculated in accordance with the Red Hat Subscription model applicable at that time.

** REDACTED

Both are to be processed through the Integrated Contract Change Procedure. The figures provided in the table above are estimates and are based on current prices; actual prices will be calculated in accordance with the REDACTED applicable at that time.

7.3 Redundancy Payment



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- (A) The payment for the individual cost items that make up the Redundancy Payment shall be capped by the amount set out in the table below:

Redundancy Payment	Payment Cap
Fully Loaded Payroll Cost for Staff During Consultation Period	REDACTED
Fully Loaded Payroll Cost for Staff During Notice Period / PILON	
Statutory Redundancy, legal and administrative costs	
TOTAL	

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7.4 Monthly Software Service Payment (MSSP)

The Monthly Software Service Payment for each Invoicing Period in each Contract Year REDACTED shall be as set out below:

	Contract Year 1	Contract Year 2	Contract Year 3
Monthly Software Service Payment	REDACTED	REDACTED	REDACTED
MSSP Service Changes	REDACTED	REDACTED	REDACTED
MSSP Total	REDACTED	REDACTED	REDACTED

	Option Year 4	Option Year 5	Option Year 6
Monthly Software Service Payment	REDACTED	REDACTED	REDACTED
MSSP Service Changes	REDACTED	REDACTED	REDACTED
MSSP Total	REDACTED	REDACTED	REDACTED

If the Contractor experiences an increase in its projected costs, being able to evidence that it has taken all reasonable steps to mitigate its costs over the Term of the Contract, such that the reduced values in Years 2 and 3 as set out in the table above are unjustified when compared with Years 1, 4, 5, and 6, the Contractor may provide such evidence to the Authority, who will consider, in good faith, an alteration in the Contract Price as set out in the table at this Paragraph 7.4. Any resulting change to this Contract shall be dealt with under the Integrated Contract Change Procedure.

7.5 Monthly Management Fee Payment (MMFP)

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

	Contract Year 1	Contract Year 2	Contract Year 3
Percentage Management Fee	REDACTED		
Percentage Management Fee	REDACTED	REDACTED	REDACTED

	Option Year 4	Option Year 5	Option Year 6
Percentage Management Fee	REDACTED	REDACTED	REDACTED

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

	Contract Year 1	Contract Year 2	Contract Year 3
Operational Risk Payment	REDACTED	REDACTED	REDACTED
ORP Service Changes	REDACTED	REDACTED	REDACTED
ORP Total	REDACTED	REDACTED	REDACTED

	Option Year 4	Option Year 5	Option Year 6
Operational Risk Payment	REDACTED	REDACTED	REDACTED
ORP Service Changes	REDACTED	REDACTED	REDACTED
ORP Total	REDACTED	REDACTED	

- (C) The Mobilisation Profit Payment for each Month in each Contract Year, REDACTED shall be as set out below

	Contract Year 1	Contract Year 2	Contract Year 3
Mobilisation Profit Payment	REDACTED	REDACTED	REDACTED
MPP Service Changes (See FRT for details)	REDACTED	REDACTED	REDACTED
MRP Total	REDACTED	REDACTED	REDACTED

- (D) The Mobilisation Risk Payment for each Month in each Contract Year, REDACTED shall be as set out below

	Contract Year 1	Contract Year 2	Contract Year 3
Mobilisation Risk Payment	REDACTED	REDACTED	REDACTED
MRP Service Changes (See FRT for details)	REDACTED	REDACTED	REDACTED
MRP Total	REDACTED	REDACTED	REDACTED

- (E) The Corporate Overhead Percentage for each Month in each Contract Year REDACTED shall be as set out below:

	Contract Year 1	Contract Year 2	Contract Year 3
Corporate Overhead Payment	REDACTED	REDACTED	REDACTED

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COP Service Changes	REDACTED	REDACTED	REDACTED
COP Total	REDACTED	REDACTED	REDACTED

	Option Year 4	Option Year 5	Option Year 6
Corporate Overhead Payment	REDACTED	REDACTED	REDACTED
COP Service Changes	REDACTED	REDACTED	REDACTED
COP Total	REDACTED	REDACTED	REDACTED

- (F) The Monthly Learning Curve Discount for each Month in each Contract Year shall be as set out below:

	Contract Year 1	Contract Year 2	Contract Year 3
LCD	REDACTED	REDACTED	REDACTED

	Option Year 4	Option Year 5	Option Year 6
LCD	REDACTED	REDACTED	REDACTED

8. **Financial Indicators Report**

- 8.1 In order to demonstrate value for money, the Contractor shall provide the Authority at each Monthly Contract Review Meeting with a written financial indicators report which shall provide details of utilisation of the Contractor's Staff, showing the level of productivity in the workforce, to provide (inter alia) a basis for reviewing any possible Gain Share Plan and for assessing the impact of a Change. The method for calculation shall be developed by the Authority with the Contractor prior to the Services Commencement Date.

9. **Open Book Reporting**

- 9.1 The Contractor shall prepare and maintain an Open Book Report relating to the provision of the Services. Within thirty (30) Days of the end of each six (6) Month period from the Services Commencement Date, the Contractor shall deliver to the Authority the Open Book Report.
- 9.2 The Open Book Report must be certified by the chief financial officer or a director of the Contractor as being accurate, not misleading and in conformity with all the terms of this Schedule;

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- 9.3 The Open Book Report shall be used as necessary by the parties to inform discussions relating to Gain Share and the Percentage Profit Share, as well as for Audit procedures, Termination Compensation and during any use of the Integrated Contract Change Procedure.

10. Financial Model and Change Mechanism

Introduction

- 10.1 This section details the requirements for the Financial Model that is to be supplied by the Contractor to enable the Authority to identify how the Contractor calculates the Monthly Payment including for the purposes of the exercise of the Authority's rights of audit as set out in Clause 26 and Schedule 12 (Audit) and the calculation of any entitlement to Gain Share or Percentage Profit Share pursuant to Paragraph 5 of this Schedule. The Monthly Payments shall be calculated in accordance with the provisions stated in this Schedule and shall be calculated such that all payments made prior to Services Commencement Date will be exclusive of profit.
- 10.2 The Contractor and the Authority will both retain copies of the Financial Model in hard and soft copy and the Contractor shall provide the Authority with updates to the Financial Model in accordance with the provisions of this Schedule.
- 10.3 The Financial Model shall be used together with the rates set out in this schedule as a basis for considering any changes to the Contract Price under Schedule 21 to this Contract (Integrated Contract Change Procedure) and for such other purposes as are specifically indicated in this Contract.

Content and Construction of the Financial Model

- 10.4 The Financial Model shall consist of the Financial Response Template (see Appendix A6.1) including the Contractors underlying bid model detailing the key demand assumptions and associated costs, linked through to the cost worksheets and the Payment Mechanism worksheet. Additional information shall be added as required.
- 10.5 The Financial Model shall:
- (A) provide sufficient detail for the Authority to have visibility of all the costs to be incurred by the Contractor and of the Monthly Payments to be paid in respect of the provision of the Services;
 - (B) be constructed:
 - (1) in relation to Milestone Payments on the basis set out in the Mobilisation Plan;

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- (2) in relation to Monthly Payments on an annual basis;
- (C) quote all monetary values in pounds Sterling;
- (D) quote all costs as exclusive of any VAT;
- (E) provide visibility of the input costs for providing the Services throughout the Term, excluding mark-up, which shall include without limitation at least the following:
 - (1) Labour broken down by each job title (e.g. project manager), including the number of Days and daily rate for each job title. Labour shall also be broken down and sub-totalled by the major phases of the project;
 - (2) Hardware and software costs;
 - (3) Depreciation policy applicable to Assets (including software and hardware);
 - (4) Licence costs;
 - (5) Sub-contractor costs;
 - (6) Accommodation costs (if applicable);
 - (7) Overheads / mark-ups separately identified and their calculation explained;
 - (8) Pricing of risk fully explained and the quantification supported by a risk matrix;
 - (9) Financing costs (if applicable) showing the interest rate and calculation and the need to apply financing explained; and
 - (10) Other miscellaneous costs;
- (F) provide a reasonably skilled and experienced individual with a full analysis of the Contractor's capital and operating costs and the assumptions used to develop and modify the Monthly Payments set out in this Schedule;
- (G) quote all costs, prices and revenues based on current prices;
- (H) describe any indexation assumptions relating to input costs;
- (I) be constructed in a format and using a software tool as specified by the Authority;
- (J) not have any parts which are hidden, protected, locked or made otherwise inaccessible or obscured to review or alteration;

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

Visibility Through The Financial Model

- 10.7 Upon request of the Authority the Contractor shall promptly provide to the Authority details of the elements used to make up the Contract Price.
- 10.8 The Contractor shall provide to the Authority the following information in relation to the Contract Price:
- (A) The Contractor's total fixed price for the Services and/or Deliverables;
 - (B) The margin included in that total fixed price;
 - (C) A list of the agreed prices against each manpower grade in the Financial Model;
 - (D) A list of the costs underpinning those prices for each manpower grade in the Financial Model, being the price less the margin;
 - (E) A summary of the costs broken down against each Service and/or Deliverable;
 - (F) Details of any other manpower costs, not already included in these rates, for all activities to be undertaken;
 - (G) Explanation of any underlying assumptions regarding:
 - (1) overtime rates;

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

Custody of the Financial Model

- 10.9 Immediately after execution of this Contract and following agreement by both parties of the changes to the Financial Model under Paragraph 10.10, the Contractor shall deliver two (2) soft copies and two (2) hard copies of the Financial Model to the Authority, the **“Baseline Financial Model”**.

Updates to the Financial Model

- 10.10 Any updates to the Financial Model shall reflect, be consistent with and be made only in accordance with the provisions of the Integrated Contract Change Procedure.
- 10.11 All changes to the Financial Model should be auditable and implemented and documented under formal version control.
- 10.12 The Contractor shall, inter-alia, revise the Financial Model in order to reflect any inputs, modifications or other amendments to the Financial Model which are effected

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pursuant to this Contract, including but not limited to any amendments made to the Financial Model which arise from:

- (A) the implementation of a Change which affects the Contract Price; and
- (B) any changes to the Contractor's accounting practices.

10.13 Each Financial Model shall be constructed using the same methodology as that used for the then current Financial Model, and shall be consistent with and made in accordance with the provisions of this Contract.

10.14 The Contractor shall adhere to and apply the following principles when preparing an updated Financial Model:

- (A) any amendment which is made in order to evaluate the impact of any inputs, modification or other adjustment shall relate only to such inputs, modification or other adjustment; and
- (B) no amendment shall affect, in any way whatsoever, the performance of the Services, save as agreed in accordance with the Integrated Contract Change Procedure.

10.15 On the occurrence of any event which requires the Financial Model to be updated, the Contractor shall effect the change on the latest version of the Financial Model and deliver the updated Financial Model, to the Authority for approval. The Contractor shall ensure that each version of the Financial Model delivered to the Authority shall be certified by a director of the Contractor as being accurate and not misleading and in conformity with all generally accepted accounting principles within the United Kingdom.

10.16 Unless the Authority wishes to dispute the Financial Model, the Authority shall approve the updated Financial Model within thirty (30) Days of receipt of the same (or such other period as the Authority advises the Contractor in writing).

10.17 If the Authority approves the updated Financial Model submitted by the Contractor, it shall advise the Contractor of its decision in writing and the updated and approved Financial Model shall become, with effect from the date of such approval, the updated Financial Model in place for the purposes of this Contract.

Certification of Costs

10.18 The Contractor shall, on each anniversary of the Commencement Date, and also at the request of the Authority, such additional requests not to exceed five occasions over the Term, provide to the Authority, a certificate of all of the costs incurred by the Contractor

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under this Contract within fifteen (15) Business Days of such request. The Certificate should be signed by a Company Director.

- 10.19 The Certificate of Costs should follow the same model/structure as the Financial Model and each Certificate should set out the variances between the Certificate and the Financial Model for the relevant Contract Year.
- 10.20 Following receipt of the certificate of costs, the Contractor shall provide to the Authority any reasonable additional information to enable the Authority to verify the accuracy of the certificate of costs.
- 10.21 The Contractor shall meet with the Authority at Monthly intervals during the Term to monitor the key elements of the Financial Model and the Contractor shall highlight directly to the Authority any variances from the Financial Model.

Appendix A: Baseline Financial Model

A1. Financial Model

The Financial Model comprises:

The Financial Response Template (FRT) provided in A6.1

The Maximum Day Rates for Change provided in A2

The Volume Price Variations provided in A5

A2. Day Rates

REDACTED

Mobilisation Day Rates

Year	Year o*
Management Day Rate	REDACTED
Technical Day Rate	REDACTED

Service Day Rates

Calendar Year		2016*	2017*	2018*	2019	2020	2021	2022	2023	2024	2025
Management Day Rate	REDACTED										
Technical Day Rate	REDACTED										

*These rates have been used to populate FRT and Schedule 6.

Service rates will be aligned to the actual Contract Year of service.

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Maximum Day Rates for Change - REDACTED

Year	Year o**	Not Used	Not Used	2018	2019	2020	2021	2022	2023	2024	2025
Management Day Rate											
Technical Day Rate											

REDACTED

Future Mobilisation or Service Changes will be aligned to the actual Contract Year in which the Change is to take place.

These rates are exclusive of V.A.T, and expenses.

A3 – Not used

A4 – Not used



A5. Volumes Price Variations

A5.1 Subject Volumes

REDACTED

Volumes Av. Subjects Per Day	Volumes Av. Subject Devices Per Day	Year 1 Monthly Payment	Year 2 Monthly Payment	Year 3 Monthly Payment
REDACTED	REDACTED	As set out in paragraph 7	As set out in paragraph 7	As set out in paragraph 7
REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Volumes Av. Subjects Per Day	Volumes Av. Subject Devices Per Day	Year 1 Monthly Payment	Year 2 Monthly Payment	Year 3 Monthly Payment
REDACTED	REDACTED	REDACTED	REDACTED	REDACTED

REDACTED

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A5.2 Other Service Volumes

Baseline System has been sized to:

Volume	REDACTED
Stakeholder Organisations	REDACTED
Number of Stakeholder Users maximum	REDACTED
Concurrent Users Per Second maximum	REDACTED
Concurrent Map Requests Per Second maximum	REDACTED
Message Rate maximum peak	REDACTED

All increases above these amounts which adversely affect the service performance will be subject to the Integrated Contract Change Procedure.

REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED

REDACTED		

Appendix A5.3: Financial variations

Financial variations due to Volume variations will be applied as follows:

In any Month Subject Devices in Live Operation	Monthly Payment Adjustment	Monthly Payment Change	Integrated Contract Change Procedure
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED



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Appendix A6.1 Financial Response Template

REDACTED



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Appendix B: Open Book Template



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SCHEDULE 7

CONTRACT DELIVERY INDICATORS



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1. **Scope**

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

- (A) Part A: Contract Delivery Indicators (and associated Appendix A); and
- (B) Part B: Performance Monitoring.

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

1.3 The Authority has identified

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

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

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

1.6 Poor performance gives rise to the following consequences:

- (A) Service Credits;
- (B) Investigation Report and Remediation Plan;
- (C) Rectification Notice; and/or
- (D) Termination.

1.7 Each EM Contractor shall be responsible for notifying any Incident in any part of the EM Services to the EM Service Desk as soon as possible upon detecting the Incident. For the avoidance of doubt, this shall include where the EM&FS Contractor is undertaking monitoring (pursuant to its EM Services Contract) of the EM Monitoring and Mapping Service as per Schedule 30 (Hosting Services) and shall be responsible (under its EM Services Contract) for notifying any Incident to the EM Service Desk as soon as possible upon detecting the Incident, and in any event in accordance with the relevant Priority Level for the relevant Incident. The EM Service Desk will log each Incident immediately.



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For the avoidance of doubt, the timescales set out in the CDIs, including reporting and restoration targets will (unless otherwise expressly stated) run from the initial logging of the relevant Incident by the EM Service Desk regardless of the number of EM Contractors involved and the time at which any of them become involved.

- 1.8 In relation to any particular Incident, all contributing EM Contractors with a linked CDI will, where necessary, contribute towards the resolution of such Incident in order to meet their CDIs. The EM&FS Contractor will be responsible for coordinating and logging the activities of all EM Contractors to ensure the recovery of the Services in accordance with each EM Contractor's applicable CDIs.
- 1.9 The Contractor shall prepare an Incident Report for each Priority 1 and Priority 2 Incident occurring in relation to the EM Monitoring and Mapping Services and provide the Incident Report to the EM Service Desk within the timescales set out in the CDIs. Each Incident Report shall contain full details of the relevant Incident including any Remedial Action and resolution undertaken or required.
- 1.10 In relation to each Incident, the Authority shall establish which EM Contractor is responsible for that Incident, either in the relevant Incident Report or, if further analysis and enquiry is needed, in a Root Cause Analysis. The Authority shall coordinate a Root Cause Analysis. In the event that any Incident is or becomes a Service Failure or results in a CDI not being achieved:
 - (A) an EM Contractor which is identified as being solely responsible for the cause(s) of the relevant Incident will breach their corresponding CDIs in their EM Contract;
 - (B) where two or more EM Contractors are identified as being responsible for the cause(s) of the relevant Incident, such EM Contractors will breach their corresponding CDIs in their EM Contracts. The Authority shall apportion the level of liability for the Service Failure based on each EM Contractor's contribution to the Service Failure and apply a commensurate proportion of each defaulting EM Contractor's applicable Service Credits;
 - (C) subject to meeting the obligations in its respective EM Contract to contribute towards the resolution of the relevant Incident and as notified and requested by the Authority, any EM Contractor which breaches its corresponding CDIs in its EM Contract but is not identified as being responsible for the cause(s) of the relevant Incident will not be liable for Service Credits in respect of such breach;
 - (D) in circumstances where an EM Contractor is identified in the Investigation Report as not being responsible for the cause(s) of the relevant Incident but has failed to meet its obligations in its EM Contract to contribute to the resolution of such Incident, the Authority shall determine to apportion liability for Service Credits between such EM Contractor and / or the EM Contractor(s) responsible for the cause or the failure to achieve the resolution as appropriate, and then apply a proportion of each EM Contractor's applicable Service Credits accordingly; and
 - (E) any EM Contractor involved in the relevant Service Failure shall be entitled, to

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

By way of an example, where a CDI failure occurs due to an error in software provided by Contractor A, which is subsequently restored by Contractor A within the target restoration time relative to the Incident priority, but which results in the Services not being fully restored within the target restoration time set out in the CDI due to necessary actions being performed by Contractor B, Contractor A will still be liable for the Service Failure and attendant Service Credits in respect of the relevant CDIs, except where it could be shown that the reason for the delay in achieving restoration was due only to a late response by Contractor B. In such circumstances, Contractor A will be entitled to claim relief and Service Credits for the restoration failure apportioned to the Contractor B as the sole cause of the Service Failure. If a Contractor C is impacted by a CDI failure in this example, but has no involvement in its resolution, it will be entitled to submit an Integration Claims for damages or remediation costs arising directly from the Service Failure, as well as claim relief pursuant to this Contract.

1.11 Not used.

Part A – Contract Delivery Indicators

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

- (A) ensure that the Services are of a consistently high quality and meet the requirements of the Authority in accordance with the Contract;
- (B) provide a mechanism whereby the Authority can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the level of Service for which it has contracted to deliver, subject to Paragraph 1.21 below and any Integration Claims that might be brought by other EM Contractors under the Dispute Resolution Procedure; and
- (C) incentivise the Contractor to meet the CDIs and to remedy any failure to meet the CDIs expeditiously.

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

1.14 The Contractor shall monitor its performance of each of the Services by reference to the



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CDI(s) and shall send the Authority a report on a Monthly basis detailing the level of Service achieved in accordance with the provisions of Part B of this Schedule.

- 1.15 The Contractor shall provide to the Authority all supporting data that may be required for verification of CDI performance.
- 1.16 The Contractor shall, at all times, provide the Services in such a manner that the CDIs are achieved, subject to any reliefs that may be available to the Contractor pursuant to this Contract.
- 1.17 If the level of performance of the Contractor of any element of a Service during an Invoicing Period:
- (A) achieves the CDI Target for each CDI no Service Credits will accrue to the Contractor in respect of that element of the Service;
 - (B) is below the CDI Target in respect of each CDI the appropriate number of Service Credits will accrue to the Contractor in accordance with Appendix A; or
 - (C) constitutes a Critical Service Failure, the Authority shall be entitled to issue a Rectification Notice; and, in the event of the Contractor failing to comply with such Rectification Notice, to terminate this Agreement for material breach not capable of remedy pursuant to Clause 42.2.1 (Termination by the Authority for Contractor Default); and/or seek damages in addition to any Service Credits which have already been accrued by the Contractor and are payable to the Authority.
- 1.18 If the CDI Remedy in relation to a CDI specified in Appendix A is Remediation/Rectification/Termination, then upon the occurrence of a Service Failure in respect of that Contract Delivery Indicator the provisions set out in Paragraphs 2.16 to 2.28 shall apply.

Related Failures

- 1.19 Where a specific event occurs that causes the Contractor to miss two (2) or more CDIs then the Contractor shall only be deemed to have failed the CDI which has the highest value of Service Credits applying to it.

Service Credits

- 1.20 The Service Credit model identified in Appendix A against each CDI sets out the mechanism by which Service Credits will be calculated.
- 1.21 The Authority shall use the Performance Monitoring Reports to, among other things, verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Invoicing Period including in connection with the exercise of the Authority's rights of audit as set out in Clause 26.
- 1.22 Service Credits will be treated as a reduction of the amounts payable by the Authority in



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respect of the Services and will not include VAT. The Contractor shall set-off the value of any Service Credits against the appropriate invoice in accordance with the provisions of Schedule 6 (Price and Payment Mechanism).

- 1.23 The Contractor shall automatically credit the Authority with Service Credits in accordance with Schedule 6 (Price and Payment Mechanism). Service Credits which accrue in a particular Invoicing Period shall be shown by the Contractor as a deduction from the amount due from the Authority to the Contractor in the invoice to be issued under this Contract in the following Invoicing Period. If no invoice is due to be issued then the Contractor shall issue a credit note against the previous invoice and the amount for the Service Credits shall be repayable by the Contractor as a debt within ten (10) Business Days of issue.
- 1.24 Where Service Credits are provided as a remedy for a Service Failure in respect of the relevant Services they shall be the Authority's exclusive financial remedy except where:
- (A) there is any Critical Service Failure;
 - (B) there are any Integration Claims for damages or remediation costs arising directly from the Service Failure;
 - (C) the Service Failure has arisen due to theft, gross negligence, fraud, or wilful default;
 - (D) the Service Failure results in corruption or loss of data; or
 - (E) the Authority is otherwise entitled to or does terminate this Contract pursuant to Clause 42.2 (Termination by the Authority for Contractor's Default).
- 1.25 Where Service Credits are not provided as a remedy for a Service Failure and the Contractor has failed to address such a Service Failure to the reasonable satisfaction of the Authority pursuant to a Rectification Notice, then the Authority may, on written notice to the Contractor, withhold a proportionate amount of the Monthly Charges for those Services until such time as the relevant Service Failure is remedied.

2. Part B – Performance Monitoring

- 2.1 This Part B provides the methodology for monitoring the Services:
- (A) to ensure that the Contractor is complying with the CDIs; and
 - (B) for identifying any Service Failures or other Defaults in the performance of the Contractor and/or delivery of the Services via the Performance Monitoring System.
- 2.2 Within twenty (20) Business Days of the Commencement Date, or such time as may be agreed by the Authority, the Contractor shall provide the Authority with a Performance Monitoring System and as a minimum, include details of the Contractor's proposals in respect of the following:



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- (A) notifications to the EM Service Desk of Incidents and / or Service Failures or other Defaults in the Contractor's performance and/or delivery of the Services;
 - (B) Contractor's self-monitoring in accordance with the Performance Monitoring System using an EM&FS Contractor approved industry recognised help desk tool and monitoring/reporting services as provided in Schedule 30 (Hosting Services);
 - (C) Satisfaction Surveys;
 - (D) performance reviews;
 - (E) Authority audits;
 - (F) the processes and systems the Contractor will put in place to monitor effectively its performance of the Services as against the CDIs;
 - (G) the format and content of the Performance Monitoring Report; and
 - (H) how the Contractor will comply with the obligations set out in Part B of this Schedule.
- 2.3 The Authority shall notify the Contractor within ten (10) Business Days of its receipt of the draft Performance Monitoring System and of its response (approval or rejection) to it. The draft Performance Monitoring System shall not be deemed to have been approved if no notice of approval is given during such period. If the draft Performance Monitoring System is approved by the Authority it shall be adopted from the Services Commencement Date.
- 2.4 If the Authority gives notice of its rejection of the draft Performance Monitoring System, it shall in such notice identify the changes it requires to be made to it. The Contractor shall amend the draft Performance Monitoring System so as to incorporate the changes required by the Authority and re-submit the amended draft Performance Monitoring System to the Authority for approval within five (5) Business Days of receipt of the Authority's rejection notice. If the Authority does not approve the draft Performance Monitoring System following its resubmission to the Authority pursuant to the provisions of this Paragraph 2.4, the matter shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.5 Not used.
- 2.6 The Contractor shall ensure that the Performance Monitoring System shall be maintained and updated on a Monthly basis by the Contractor as may be necessary to reflect the then current state of the Services. Any updated Performance Monitoring System shall be forwarded to the Authority for approval within five (5) Business Days of receipt by the Contractor of the request from the Authority for the update. The Authority shall be entitled to require reasonable amendments to the updated Performance Monitoring System, provided in all cases that the Authority has confirmed that the proposed amendments are consistent with an integrated Performance Monitoring System covering all EM Contractors and the Contractor shall make such amendments



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and re-submit a further updated Performance Monitoring System to the Authority for approval. Until such time as the updated Performance Monitoring System is approved by the Authority the Performance Monitoring System then existing (that is to say prior to the update) shall continue to apply.

- 2.7 The Authority shall be entitled to reasonably require, and the Contractor must comply with requests for, routine changes to the Performance Monitoring System.
- 2.8 Without prejudice to the provisions of Paragraphs 2.6 and 2.7 of this Part B each of the Authority and the Contractor shall have the right to propose any Changes to the Performance Monitoring System in accordance with the Integrated Contract Change Procedure. For the avoidance of doubt, any requests for Changes to the Performance Monitoring System shall be dealt with via the Integrated Contract Change Procedure.

Reporting of Service Failures and Breaches

- 2.9 Not used.
- 2.10 The Contractor shall ensure all Service Failures detected by it or other Defaults are reported to the EM Service Desk.
- 2.11 The EM&FS Contractor will ensure that all reported Service Failures or other Defaults from any EM Contractor are logged immediately on receipt in the respective Service Failure Log(s) (together with the remediation activity subsequently undertaken) and will be notified to the Authority. The Authority shall have verification rights in relation to the Service Failure Logs including in connection with the exercise of the Authority's rights of audit as set out in Clause 26.
- 2.12 Where the EM&FS Contractor receives more than one report of a Service Failure or other Default then all such reports shall be logged by the Contractor on the Service Failure Log (but for the avoidance of doubt, the first report shall be deemed to be the Service Failure Report).
- 2.13 The EM&FS Contractor will immediately investigate each Service Failure or other Default, assign a priority classification and request remediation activity as appropriate, to the extent that these activities have not already been undertaken in relation to any Incident that has given rise to the Service Failure or other Default.
- 2.14 The Authority shall choose to prepare an Investigation Report including as a minimum the information set out in Paragraph 2.15 to identify from the Incident Report (where an Incident has given rise to the Service Failure or Default), the Service Failure Log and any other information provided by other EM Contractors and/or any Root Cause Analysis (as applicable) the nature of the Service Failure or other Default, the reasons for it, the EM Contractor(s) responsible for the relevant Incident and its likely impact on the EM Services. The Authority shall create each Investigation Report in accordance with the Priority Level and type of Service Failure or other Default that it investigates. The Authority shall provide a copy of such Investigation Report to all affected parties. In addition to the matters set out in Paragraph 2.15, each Investigation Report will, wherever possible, set out the remediation activities that have been taken to resolve the Service Failure or other Default and, where applicable, recommendations of any further



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remediation activities that may be required to resolve the Service Failure or other Default and/or to ensure that it does not re-occur. The Contractor shall comply with all recommendations or requests for remediation activities made by the Authority to resolve the Service Failure or other Default.

2.15 The Authority shall ensure that, as a minimum, the following details are recorded in each Investigation Report in respect of each Service Failure or other Default:

- (A) a unique report number (report numbers shall be applied sequentially);
- (B) the date and time the report is received at the EM Service Desk;
- (C) the nature and location of the Service Failure or other Default;
- (D) the person/organisation making the report;
- (E) the priority level assigned to the Incident(s) related to the Service Failure or other Default (in accordance with Appendix A of this Schedule);
- (F) an estimate (produced with all due care and diligence) of the number of Service Users which are affected by the Service Failure or other Default (whether they are individual users or groups of users);
- (G) the action which has been taken to rectify the Service Failure or other Default;
- (H) details of any communication with the Authority's Representative in connection with the Service Failure or other Default;
- (I) notes/comments regarding any mitigating circumstances pertinent to the Service Failure or other Default;
- (J) where known, either the Authority's plans for further activity, if required, for remedying the Service Failure or other Default and/or for preventing the Service Failure or other Default from re-occurring including details where applicable of the estimated time within which such Service Failure or other Default will be remedied; or, where this information is not available at the time of the Investigation Report, the Contractor's proposals for Remedial Actions, to assist the Authority in preparing a Remediation Plan, where necessary;
- (K) where known, the action required by any other EM Contractor in order for the Service Failure or other Default to be resolved; and
- (L) any recommendations with respect to the implementation of the relevant mechanisms within any other EM Contract where a CDI failure has occurred, including the award of Service Credits and, where applicable, granting relief from liability by the Authority for the Contractor (where so directed by the Authority and where so permitted under this Contract).

2.16 Further to Paragraph 2.15(J), where a Service Failure or other Default has not been

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remedied, the Authority shall develop a Remediation Plan in order to investigate all of the circumstances of the Service Failure or other Default and to identify appropriate Remedial Actions to address the impact on the EM Services. The Remediation Plan shall be updated by the Authority on a regular basis to comprise a complete and accurate record of the progress of the development of the Remediation Plan and of any Integration Claims arising as a result. The Authority shall maintain a central register of all Remediation Plans created from time to time.

- 2.17 Each Remediation Plan shall set out a plan addressing the additional remediation of the impact of the Service Failure or other Default by the carrying out of appropriate actions by each of the EM Contractors as necessary to mitigate the impact of the Service Failure or other Default on the EM Services and each Party and remedy the situation as soon as is reasonably practicable and having regard to the applicable priority status.
- 2.18 Whenever any Remediation Plan is produced by the Authority pursuant to the Remediation Plan Process, the Contractor shall carry out any Remedial Actions as specified in the Remediation Plan pursuant to the “fix first” principle.
- 2.19 The Parties acknowledge that, unless specified to the contrary in the relevant Investigation Report or the Remediation Plan, the carrying out of any Remedial Actions by the Contractor pursuant to an Investigation Report or a Remediation Plan shall be without prejudice to the allocation of liability between the Parties in respect of the:
- (A) consequences of the Service Failure or other Default; or
 - (B) costs of carrying out the Remedial Actions.
- 2.20 The Parties agree that a Remediation Plan may identify that changes may need to be made to one or more EM Services Contract as a result of the Remedial Actions identified in the Remediation Plan. If so, the relevant Parties shall initiate a Change Request pursuant to the Integrated Contract Change Procedure in order agree and implement the changes to the relevant EM Services Contract(s).
- 2.21 The Contractor shall immediately notify the EM Service Desk of the occurrence of each Priority 1 and Priority 2 Incident (whether or not it is a Service Failure or other Default) that is detected by it.
- 2.22 Whenever requested by the Authority (acting reasonably), the Contractor shall provide to the Authority an up-to-date status report with respect to each Service Failure or other Default.
- 2.23 The EM Service Desk will initially determine the Priority Level which relates to each Service Failure or other Default as determined in accordance with Appendix A of this Schedule. The Contractor or the Authority shall be entitled to challenge the level which is allocated by the EM Service Desk. Any such challenge shall not affect the obligations of the Contractor to respond to the Service Failure or other Default in accordance with the level initially allocated by the EM Service Desk or the Authority.
- 2.24 If the Contractor fails to carry out any Remedial Action identified in a Remediation Plan in accordance with the terms of that Remediation Plan, then the provisions set out in



Paragraph 2.25 shall apply.

Rectification

2.25 Where the Contractor fails to complete the Remedial Actions in a Remediation Plan by the date specified in it for their completion or to the Authority's relevant audit standards, without prejudice to any other rights and remedies under or associated with the Contract, the Authority may at its sole discretion:

- (A) agree an extension to the Remediation Plan;
- (B) agree a revised Remediation Plan; or
- (C) issue a Rectification Notice.

2.26 The Rectification Notice shall state:

- (A) the date by which the Authority requires the Contractor to complete implementation of the Remediation Plan; or
- (B) the date by which the Authority requires the Contractor to demonstrate the reasons which prevent it from implementing the Remediation Plan and to propose changes to the Remediation Plan to allow the Contractor to complete the necessary rectification works or an alternative to the Remediation Plan;

in each case, reserving the Authority's right to terminate if the Contractor does not comply with the Rectification Notice.

2.27 On receipt of a proposal pursuant to Paragraph 2.26(B), the Authority may:

- (A) agree it; or
- (B) reject it and require the Contractor to submit a revised proposal within seven (7) Days of such rejection.

2.28 If:

- (A) the Contractor fails to submit a revised proposal in accordance with Paragraph 2.27(B);
- (B) the revised proposal is in the Authority's reasonable opinion unacceptable, or
- (C) within twenty-eight (28) Days of a proposal being agreed the Contractor fails to carry out and complete the rectification works specified in it to the Authority's relevant audit standards, or in the Authority's reasonable opinion fails to make substantial progress with such works,

the Authority may in its sole discretion:



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- (1) agree an extension to the time for carrying out and completing the proposal;
- (2) agree a revised proposal; or
- (3) issue a termination notice on grounds of Contractor Default in accordance with Clause 42.2.3(d).

Performance Monitoring and Performance Review

- 2.29 The Contractor shall provide a Performance Monitoring Report to the Authority in accordance with CDI M15 (Monthly Reporting).
- 2.30 The Performance Monitoring Report shall state the Contractor's performance against each of the CDIs, identify any areas in which the Contractor's performance has resulted in the relevant Service Failure occurring, and provide reasons.
- 2.31 The Performance Monitoring Report shall be in the format set out in the Performance Monitoring System and shall contain, as a minimum, the following information in respect of the Invoicing Period just ended:
 - (A) An executive summary;
 - (B) the monitoring which has been performed in accordance with the Performance Monitoring System with a summary of any issues identified by such monitoring;
 - (C) for each CDI, the actual performance achieved over the Invoicing Period, and that achieved over the previous three (3) Invoicing Periods, including overall % of performance measure met, % of performance measures missed more than once;
 - (D) a summary of all Service Failures that occurred during the Invoicing Period, including % of Incidents re-opened;
 - (E) the level of each Service Failure which occurred including full details of each Priority 1 and Priority 2 Incident during the Invoicing Period;
 - (F) Service Failures that remain outstanding and progress in resolving them;
 - (G) for any Critical Service Failure occurring in the Invoicing Period, the cause of the fault and any action being taken to reduce the likelihood of recurrence;
 - (H) the Service Credits to be applied in respect of that Invoicing Period indicating the Service Failure(s) to which the Service Credits relate;
 - (I) a rolling total of the number of Service Failures that have occurred and the amount of Service Credits that have been incurred by the Contractor over the past six (6) Months;
 - (J) relevant particulars of any aspects of the performance by the Contractor which fail to meet the requirements of this Contract;



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- (K) number of problem records opened, number of problem records closed; and
 - (L) trend analysis (minimum of twelve (12) months) should be produced for each monthly report; and
 - (M) such other details as the Authority may reasonably require from time to time.
- 2.32 Not used.
- 2.33 Not used.
- 2.34 Not used.
- 2.35 The Contractor shall provide the Authority with a Quarterly Summary of the Monthly Performance Monitoring Reports that have been prepared during that Quarter. The Quarterly Summary shall be provided by the Contractor to the Authority within three (3) Business Days of the end of each Quarter. The Quarterly Summary shall contain such details as the Authority shall reasonably require. The Parties shall attend Performance Review Meetings on a Monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Contractor and the Authority of the Performance Monitoring Reports and consolidated quarterly summaries (where relevant). The Performance Review Meetings shall (unless otherwise agreed):
- (A) take place within one (1) week of the Performance Monitoring Report being issued by the Contractor;
 - (B) take place at such location and time (within normal business hours) as the Authority shall reasonably require unless otherwise agreed in advance;
 - (C) be attended by the Contractor's Representative and the Authority's Representative; and
 - (D) be fully minuted by the Authority. The prepared minutes will be circulated by the Authority to all attendees at the relevant meeting and also to the Contractor's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by the Contractor's Representative and the Authority's Representative at each meeting.
- 2.36 The Authority shall be entitled to raise any additional questions and/or request any further information regarding any Service Failure.
- 2.37 The Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance by the Contractor and the calculations of the amount of Service Credits for any specified period.
- 2.38 Where the Authority does not agree with the Contractor's assessment of performance against any of the CDIs as stated in the Performance Monitoring Report, the Authority shall notify the Contractor of the Authority's assessment of such performance. If the



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Parties fail to reach agreement as to the assessment of such performance within twenty-eight (28) Days of the date of such notification, the matter shall be resolved in accordance with Clause 45 (Dispute Resolution).

- 2.39 Where the Authority accepts the Contractor's assessment of performance as stated in the Monthly Performance Monitoring Report, or following agreement or resolution of any dispute over such assessment in accordance with Paragraph 2.38, the relevant CDI Remedy as stated in Appendix A to this Schedule shall be applied in accordance with Part A and Part B this Schedule.

Satisfaction Surveys

- 2.40 In order to assess the level of performance of the Contractor, the Authority may undertake Satisfaction Surveys in respect of Service Users or various groups of Service Users. These surveys may consider:
- (A) the assessment of the Contractor's performance by the Service Users against the agreed CDIs; and/or
 - (B) other suggestions for improvements to the Services.
- 2.41 The Authority shall be entitled to notify the Contractor of any aspects of their performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not meeting the requirements for the Services.
- 2.42 The Contractor shall, as soon as reasonably practicable after notification from the Authority in accordance with Paragraph 2.41 of this Part B ensure that such measures are taken by it as are appropriate to achieve such improvements as soon as is reasonably practicable.
- 2.43 Where the demand for such measures arises from Service Failures or other Defaults and the measures are required to remedy such Service Failures or other Defaults, the Contractor shall take those measures at its own cost. All other suggestions for improvements to the Services shall be dealt with pursuant to Clause 14 (Services Improvement).

Records

- 2.44 The Contractor shall keep appropriate documents and records (e.g. help desk records, Service Failure Log(s), staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc.) in relation to the Services being delivered and the other requirements to be satisfied. Without prejudice to the generality of the foregoing, the Contractor shall maintain accurate records of call histories in accordance with the Authority's Data Retention Policy and shall provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Contractor shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.
- 2.45 In addition to the requirement in Paragraph 2.44 of this Part B to maintain appropriate



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documents and records, the Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Contractor both before and after the Services Commencement Date and the calculations of the amount of Service Credits for any specified period.

- 2.46 The Contractor shall ensure that the Performance Monitoring System and any variations or amendments thereto, the Service Failure Log(s), any reports and summaries produced in accordance with this Schedule 7 and any other document or record reasonably required by the Authority are available to the Authority on-line and capable of being printed.

3. Quality Plan

- 3.1 The Contractor shall develop within sixty (60) Business Days of the Services Commencement Date a Quality Plan which:
- (A) ensures that all aspects of the Services are the subject of quality management systems; and
 - (B) are consistent with ISO 9001:2015 and its successors or any other standard which is generally recognised as equivalent.
- 3.2 The Contractor shall obtain the Authority's written approval of the Quality Plan before beginning to implement it, which approval shall not be unreasonably withheld or delayed. The Contractor acknowledges and accepts that the Authority's approval shall not act as an endorsement of the Quality Plan and shall not relieve the Contractor of its responsibility for ensuring that the Services are provided to the standard required by this Contract.
- 3.3 The Contractor shall procure that the Services are established, delivered and maintained in compliance with the Quality Plan.
- 3.4 Any Changes to the Quality Plan shall be agreed in accordance with the Integrated Contract Change Procedure.
- 3.5 The Authority may carry out audits of the Contractor's quality management systems (including all relevant quality manuals and procedures) at regular intervals. The Parties anticipate that these audits will be carried out at regular intervals, but the Authority may carry out other periodic monitoring or spot checks at any other time. In each case, the Contractor shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Authority, including by providing the Authority with all information and documentation, and access to any relevant Contractor Staff and/or to any relevant Site, which the Authority reasonably requires, at no additional charge to the Authority.

Appendix A: Contract Delivery Indicators

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

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**Contract For The Provision Of Electronic Monitoring and
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Lot 2 EM Monitoring and Mapping
Contract Delivery Indicators

Variables

P = Monthly Management Fee Payment (MMFP)

x = remedy for initial Service Failure

y = remedy growth

n = number of relative growth variable

m = number of instances of Service Failure

Performance Area	CDI Ref	CDI Description	Contract Delivery Indicator	CDI Target	Reporting Frequency Period	CDI Remedy	Commencement Date	Service Threshold and Escalation Route	Credit Model	Worked Example
Service Continuity	M1	Service Availability	Availability of Dev/Test Service excluding Planned Downtime	REDACTED	Monthly	REDACTED	Services Commencement Date	REDACTED	REDACTED	REDACTED

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Service Continuity	M2	Central data repository availability	Availability of at least one of the resilient instances of the Event Master Data Store for use by EM&FS and Authority users provided that any non-availability of the Event Master Data Store caused by the EM&FS Contractor and/or the EM Network Contractor will be disregarded for this measure.	REDACTED	Monthly	REDACTED	Services Commencement Date	REDACTED	REDACTED	REDACTED
Service Continuity	M3	Application availability	Availability of Software comprising the EM Monitoring and Mapping Service for use by the EM&FS Contractor and Authority Service Users provided that any non-availability caused by the hosting by the EM&FS Contractor or the	REDACTED	Monthly	REDACTED	Services Commencement Date	REDACTED	REDACTED	REDACTED

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			EM Network Contractor will be disregarded for this measure. The non-availability of non-essential / external third-party services provided by the Contractor including REDACTED if applicable will be disregarded from this measure. For the avoidance of doubt all REDACTED Is included in the Application Availability at REDACTED							
Accuracy and Quality	M4	Mapping Accuracy	Detailed accuracy of Map availability and coverage, (i) geographic and (ii) co-ordinate detail by comparison to independent source by manual check. Note that the intention of	REDACTED	Monthly	REDACTED	Services Commencement Date (on Location Tags)	REDACTED	REDACTED	

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			this CDI is to verify that map layers have been loaded correctly and that the position of the Location Tag is as provided by the Location Tag.							
Service Continuity	M5	Recovery Time Objective Incident Classification will be based upon Business Disruption Priority 1 – Severe Business Disruption Critical System Component failed or severely impaired,	The Recovery Time Objective for the EM Monitoring and Mapping Services. The Contractor shall investigate all Service Failures, prioritise the type of Service Failure, identify any specific Remedial Actions by the EM Contractors, and coordinate activity by the EM Contractors necessary to the restoration of EM Monitoring and Mapping Services within the	REDACTED	Per Event	REDACTED	Services Commencement Date	REDACTED	REDACTED	REDACTED

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		<p>due to system/I T failure or significant reduction in system performance No Workaro und available.</p> <p>Priority 2 – Major Business Disruptio n - Critical System Compone nt failed or severely impaired, due to system/I T failure or significant</p>	<p>following response and restoration times.</p> <p>Priority 1 – Contractor initial response <=5 minutes for REDACTED of all Priority 1 calls and <=15 minutes for REDACTED of all Priority 1 calls Contractor Service restoration <=2 hours</p> <p>Priority 2 – Contractor initial response <=5 minutes for REDACTED of all Priority 2 calls and <=15 minutes for REDACTED of all Priority 2 calls Contractor Service restoration <=8 hours</p> <p>Priority 3 – Contractor initial</p>							
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Contract For The Provision Of Electronic Monitoring and Mapping Services – Lot 2

		<p>reduction in system performance. Workaro und available</p> <p>Priority 3 – Minor Business Disruption - System Component failed or impaired, due to system/I T failure or reduction in system performance. No Workaro und available</p>	<p>response <=30 minutes, Contractor Service restoration <=16 hours</p> <p>Priority 4 – Contractor initial response <=1 hour, Contractor Service restoration <=72 hours</p> <p>Availability Targets will be based on a 24x7 measurement basis.</p> <p>Service restoration Targets relating to Priority 1 & 2 will be assessed on 24x7 assessment basis</p> <p>Service restoration Targets relating to all other Service Failures will be assessed based on a Business Hours, namely 08:00 -</p>							
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		Priority 4 – Minor Disruption - System Component failed or impaired, due to system/I T failure or reduction in system performance. Workaround available	18:00 Monday - Friday (excluding Public Holidays)							
Service Continuity	M6	Recovery Point Objective	The Contractor shall investigate all Service Failures, prioritise the type of Service Failure, identify any specific Remedial Action	REDACTED	Per Event	REDACTED	Services Commencement Date	REDACTED	REDACTED	REDACTED

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Contract For The Provision Of Electronic Monitoring and Mapping Services – Lot 2

			by the EM Contractors, and coordinate activity by the EM Contractors, to meet the EM Monitoring and Mapping Service Recovery Point Objective.							
Service Performance	M7	Incident Reports	All Priority 1 and Priority 2 Service Failures require an Incident Report to be provided by the Contractor to the EM Service Desk within eight (8) hours of resolution of the Incident, measured on a 24/7 basis.	REDACTED	Per Event	REDACTED	Services Commencement Date		N/A	N/A
Service Continuity	M8	Root Cause Analysis	On request, the Contractor shall conduct Root Cause Analysis and submit a report to the Authority within ten (10) Business Days.	REDACTED	Monthly	REDACTED	Services Commencement Date		N/A	N/A

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Service Performance	M9	Service Desk availability	The EM Service Desk shall be able to raise Priority 1 (P1) and Priority 2 (P2) incidents with the Contractor's Service Desk at any time. Service Desk availability shall be assessed on a 24x7 basis as determined by the ability of EM Service Desk to contact the Contractor's Third Line Support function on the standard published telephone number and for details of the Incident to be recorded into the	REDACTED	Monthly	REDACTED	Services Commencement Date	REDACTED	REDACTED	REDACTED

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			EM Service Desk tool-set in the normal manner.							
Service Performance	M10	Service Desk response time - telephony	Telephony time to answer by a Service Desk agent	REDACTED	Monthly	REDACTED	Services Commencement Date	N/A	N/A	N/A
Not used	M11									
Not used	M12									
Service Performance	M13	Compliance with Security standards	Number of Service Failures attributed to non-compliance with the Security Standards specified in Schedule 13	REDACTED	Monthly	REDACTED	Services Commencement Date	REDACTED	REDACTED	REDACTED
Change Management	M14	Change Procedure	Progression of Change Requests in agreed timescales	REDACTED	Monthly	REDACTED	Commencement Date		N/A	N/A
Management Information	M15	Reporting	The Contractor shall provide a monthly Performance Monitoring Report as set out paragraphs 2.30 to 2.31 of Schedule 7.	REDACTED	Monthly	REDACTED	Services Commencement Date		N/A	N/A



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SCHEDULE 8

TUPE AND EMPLOYEES



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**Contract For The Provision Of Electronic Monitoring and
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1. TUPE AND EMPLOYEES**Transfer of Employees from a Previous Contractor**

- 1.1 Subject to Paragraph 1.5 the Contractor shall on the Relevant Vesting Day become the employer of the Previous Contractor Transferring Employees and all of the Previous Contractor's rights, duties, powers, liabilities and obligations in respect of the employment and any contract of employment with the Previous Contractor Transferring Employees still in force immediately before the Relevant Vesting Day (including but not limited to collective agreements with recognised unions but not including rights under occupational pension schemes) shall transfer to the Contractor and the Contractor shall comply with all the requirements and obligations which TUPE, or any successor legislation or any Employment Codes of Practice or other relevant Government guidance imposes on a transferee both before and after a Relevant Transfer whether or not as a matter of law TUPE or any successor legislation applies.
- 1.2 The Contractor shall treat the date of commencement of employment of the Previous Contractor Transferring Employees with the Previous Contractor as the date of commencement of employment with the Contractor.
- 1.3 Subject to Paragraph 3.3 (Redundancy) of Schedule 6 (Price and Payment Mechanism) and Paragraphs 1.8 and 1.9 of this Schedule 8 (TUPE and Employees), all salaries and other emoluments including tax and national insurance payments, contributions to retirement benefit schemes, allowances, expenses and bonus and commission payments relating to the Previous Contractor Transferring Employees and appertaining to the period from and including the Relevant Vesting Day shall be borne by the Contractor.
- 1.4 No later than three (3) Months after the Relevant Vesting Day, the Contractor shall pay to any Previous Contractor a sum equal to the outstanding balance on the Relevant Vesting Day of any loan, salary, advance or other indebtedness of any Previous Contractor Transferring Employee due to the Previous Contractor immediately prior to the Relevant Vesting Day, and it is hereby declared that the rights and liabilities in respect of such loans, salary, advances or indebtedness transfer from the Previous Contractor to the Contractor on the Relevant Vesting Day.
- 1.5 If the Previous Contractor Transferring Employees or any of them transfer to any Employing Sub-Contractor by virtue of the operation of TUPE, any successor legislation or otherwise, the Contractor shall procure that such Employing Sub-Contractor shall comply with and discharge the obligations of the Contractor set out in Paragraphs 1.1 to 1.4.
- 1.6 To the extent that it has the contractual right to do so, no less than one (1) Month prior to the Relevant Vesting Day, the Authority shall use its reasonable endeavours to procure that the Previous Contractor provides the Contractor with the information listed in Part 1 of Appendix 1 of this Schedule 8 (TUPE and Employees) together with the Employee Liability Information in respect of the Previous Contractor Transferring Employees.

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- 1.7 The Authority shall provide the Contractor with any update to the information provided under Paragraph 1.6 as soon as is reasonably practicable and only to the extent that updates have been provided to the Authority by the Previous Contractor. The Authority does not warrant the accuracy of the information provided under Paragraph 1.6 or as updated in accordance with this Paragraph 1.7.
- 1.8 Within two (2) weeks after the first pay Days following the Relevant Vesting Days, the Contractor shall submit to the Authority in writing a comparison of the Actual Payroll Costs/Actual Redundancy Costs and the Estimated Payroll Costs/Estimated Redundancy Costs.
- 1.9 The Parties agree that:
- 1.9.1 if the Actual Payroll Costs/Actual Redundancy Costs are higher than the Estimated Payroll Costs/Estimated Redundancy Costs because the aggregate number of Previous Contractor Transferring Employees and vacancies and/or the individual cost of any Previous Contractor Transferring Employees has increased, the Contractor shall recalculate the Contract Price by applying the increased individual cost to the Financial Model prescribed in Schedule 6 (Price and Payment Mechanism) and shall notify any increase to the Authority. If the increase is approved by the Authority (such approval not to be unreasonably withheld or delayed), the Contract Price shall be increased accordingly; or
 - 1.9.2 if the Actual Payroll Costs/Actual Redundancy Costs are lower than the Estimated Payroll Costs/Estimated Redundancy Costs because the individual cost of any Previous Contractor Transferring Employees has reduced, the Contractor shall recalculate the Contract Price by applying the reduced individual cost to the Financial Model prescribed in Schedule 6 (Price and Payment Mechanism) and, subject to Authority approval, the Contract Price shall be reduced accordingly; or
 - 1.9.3 if the Actual Payroll Costs/Actual Redundancy Costs are lower than the Estimated Payroll Costs/Estimated Redundancy Costs because the aggregate number of Previous Contractor Transferring Employees and vacancies has reduced, the Contractor shall only be obliged to recalculate the Contract Price so as to reduce them if the Parties agree that the reduction in numbers is commensurate with a reduction in the scope and/or scale of activity required to perform the Services, as compared to the scope and/or scale of activity required to perform the services under the Previous Contracts.
- 1.10 During the six (6) Month period following the termination or expiry of the Previous Contracts, the Authority agrees to take reasonable steps to enforce the indemnities of the Previous Contracts (the "**TUPE Indemnities**") if reasonably requested to do so by the Contractor, provided that:
- 1.10.1 the Contractor indemnifies the Authority in respect of all costs (including legal costs), losses and expenses and all damages, claims, compensation, fines and other liabilities arising out of or in connection with enforcing the TUPE Indemnities; and

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- 1.10.2 the Contractor itself has previously tried but been unable to enforce the TUPE Indemnities directly against the Previous Contractor.
- 1.11 For the avoidance of doubt, the Authority makes no representation on whether any clause or provision in the Previous Contracts are enforceable and/or whether any losses can be recovered under the Previous Contracts. To the extent that losses are recovered by the Authority under the TUPE Indemnities it will pass these on to the Contractor after first deducting any costs (including legal costs), losses, expenses, damages and other liabilities suffered or incurred by the Authority.
- 1.12 The Contractor shall indemnify and keep indemnified the Authority against any costs, losses, expenses, claims, liabilities, awards or damages in connection with or as a result of:
- 1.12.1 any claims or proceedings by any Previous Contractor Transferring Employees or by their appropriate representative (as defined in TUPE or any successor legislation) in relation to any Employee Liabilities made against the Authority at any time arising out of or in connection with any acts or omissions of the Contractor or any sub-contractor on or after the Relevant Vesting Day;
 - 1.12.2 the Contractor's or any Sub-Contractor's failure or alleged failure to comply with its/their obligations to inform or consult or both with the Previous Contractor Transferring Employees or any other employee of the Contractor or any Sub-Contractor or their employee or trade union representatives pursuant to TUPE or any successor legislation;
 - 1.12.3 any substantial change made or proposed to be made by the Contractor or any Sub-Contractor in the terms of employment or working conditions of any of the Previous Contractor Transferring Employees which is detrimental to any of the Previous Contractor Transferring Employees;
 - 1.12.4 any substantial change made or proposed to be made by the Contractor or any Sub-Contractor in the terms of employment or working conditions of any person who would have been a Previous Contractor Transferring Employee and/or any person who would have transferred under TUPE and/or this Contract but for their objection under Regulation 4(7) of TUPE or their resignation or decision to treat their employment as terminated under Regulation 4(9) of TUPE on or before the Relevant Vesting Day as a result of any such changes;
 - 1.12.5 a change in the identity of the employer of all or any of the Previous Contractor Transferring Employees where that change is a significant change and to the detriment of all or any of the Previous Contractor Transferring Employees;
 - 1.12.6 a change in the identity of the employer of any person who would have been a Previous Contractor Transferring Employee and/or any person who would have transferred under TUPE and/or this Contract but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of TUPE on or before the Relevant Vesting Day as a result of the change of employer;

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- 1.12.7 the Contractor's failure to procure any Employing Sub-Contractor's compliance with Paragraph 1.5;
- 1.12.8 any breach by the Contractor of its undertakings under Paragraphs 1.1 to 1.4; or
- 1.12.9 any claim or demand by a Previous Contractor for reimbursement of salaries, emoluments, tax and national insurance payments, contributions to retirement benefit schemes, allowances, holiday pay, expenses, bonus payments, commission payments and/or any other prepayments which have been paid by a Previous Contractor before the Relevant Vesting Day but which are attributable in whole or in part to the period on or after the Relevant Vesting Day.

Post Transfer Reporting

- 1.13 The Contractor shall notify the Authority of the following information relating to the Previous Contractor Transferring Employees as part of the normal reporting regime of the Contract on a Monthly basis in a format agreed between the Contractor and the Authority from time to time (or failing such agreement, in such form as may be required by the Authority):
 - 1.13.1 proposed, agreed or imposed changes to terms and conditions of service in respect of Previous Contractor Transferring Employees;
 - 1.13.2 disputes relating to TUPE, any successor legislation or any other legislation relating to collective consultation requirements which are regarded as unresolved by a recognised trade union and/or employee representatives;
 - 1.13.3 any court action or tribunal proceedings relating to TUPE, any successor legislation or any other legislation relating to collective consultation requirements;
 - 1.13.4 completed court action or tribunal proceedings relating to TUPE, any successor legislation or any other legislation relating to collective consultation requirements;
 - 1.13.5 "out of court" settlements relating to TUPE, any successor legislation or any other legislation relating to collective consultation requirements; and
 - 1.13.6 proposed dismissals of any Previous Contractor Transferring Employees by reason of redundancy (whether voluntary or otherwise),such reports to also include information relating to staff transferred under TUPE or any successor legislation to any sub-contractors as a result of this Contract.
- 1.14 The information referred to in Paragraph 1.13 may also be used in considering the Contractor's bid at re-let, or in considering the Contractor's bid(s) for other contracts let by the Authority.

Information on Re-tender, Expiry or Termination

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- 1.15 During the period of eighteen (18) Months preceding the Expiry Date or at any other time as directed by the Authority (but no more than once in any Year) or once notice to terminate this Contract or the provision of part of the Services under this Contract has been given (for whatever reason and whether in whole or in part) or where there is a reasonable expectation on the part of the Authority that a Subsequent Relevant Transfer may take place, the Contractor shall (subject to any restrictions under Data Protection Legislation):
- 1.15.1 upon the Authority's request, fully and accurately disclose to the Authority the information listed in Part 2 of Appendix 1 to this Schedule 8 (TUPE and Employees) relating to the Assigned Contractor's Staff that are employed, assigned or engaged in the provision of the Services (or part of the Services which is subject to the Subsequent Relevant Transfer);
 - 1.15.2 provide such information promptly and in any event not later than three (3) Months from the date when a request for such information is made and at no cost to the Authority;
 - 1.15.3 permit the Authority to use such information for informing any tenderer for any services which are substantially the same as any part of the Services provided pursuant to this Contract; and
 - 1.15.4 enable and assist the Authority and such other persons as the Authority may determine to communicate with and meet the Assigned Contractor's Staff (as required) and their trade union or other employee representatives.
- 1.16 During the period of three (3) Months preceding the Expiry Date or at any other time as directed by the Authority (but no more than once in any Year) or once notice to terminate this Contract or the provision of part of the Services under this Contract has been given (for whatever reason and whether in whole or in part) or where there is a reasonable expectation on the part of the Authority that a Subsequent Relevant Transfer may take place, the Contractor shall (subject to any restrictions under Data Protection Legislation):
- 1.16.1 upon the Authority's request fully and accurately disclose to the Authority such information listed in Part 3 of Appendix 1 to this Schedule 8 (TUPE and Employees) relating to the Assigned Contractor's Staff that are employed, assigned or engaged in the provision of the Services (or part of the Services which is subject to the Subsequent Relevant Transfer);
 - 1.16.2 provide the information promptly and in any event not later than one (1) Month from the date when a request for such information is made and at no cost to the Authority;
 - 1.16.3 permit the Authority to use the information for informing any tenderer for any services which are substantially the same as any part of the Services provided pursuant to this Contract; and

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- 1.16.4 enable and assist the Authority and such other persons as the Authority may determine to communicate with and meet the Assigned Contractor's Staff (as required) and their trade union or other employee representatives.
- 1.17 The Contractor shall indemnify and keep the Authority and any New Contractor indemnified fully in respect of any claims, losses, costs, expenses, demands and liabilities arising from the provision of information by the Contractor under Paragraphs 1.13 and 1.14, inaccuracies in the information provided by the Contractor under Paragraphs 1.15 and 1.16 or the Contractor's failure to provide information under Paragraphs 1.15 and 1.16.
- 1.18 The Contractor shall indemnify and keep the Authority indemnified in respect of any sums payable to a New Contractor for providing the Replacement Services which would not have been payable by the Authority had the information provided by the Contractor under Paragraphs 1.15 and 1.16 been true, complete and/or accurate.
- 1.19 Once the information referred to at Paragraph 1.15 has been passed to the Authority during the eighteen (18) Months preceding the Expiry Date or once notice to terminate this Contract or provision of part of the Services under this Contract has been given (for whatever reason and whether in whole or in part) or within six (6) Months of the Expiry Date, (whichever is the earlier), the Contractor shall not and shall procure that any third party (including any sub-contractor) shall not:
- 1.19.1 materially amend the rates of remuneration, terms of employment or hours to be worked by Assigned Contractor's Staff, including, without limitation, holidays; or
- 1.19.2 replace, dismiss (other than where, in the reasonable opinion of the Contractor, such dismissal is justified on the grounds of gross misconduct) or redeploy any of the Assigned Contractor's Staff, or increase the number of Assigned Contractor's Staff assigned to the provision of the Services or relevant part of the Services; or
- 1.19.3 reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services or relevant part of the Services any duties unconnected with the Services or relevant part of the Services under this Contract,

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

Indemnities on expiry, termination or cessation of the Contract

- 1.20 Where the Contractor or any Sub-Contractor shall cease (for whatever reason and whether directly or indirectly) to provide the Services (or part thereof) to be provided under this Contract the Contractor shall indemnify and keep indemnified the Authority and any New Contractor against any costs, losses, expenses, liabilities, awards or damages in respect of any claims or proceedings (and all costs and expenses thereof):
- 1.20.1 where there is a Subsequent Relevant Transfer, by any Subsequent Transferring Employee or by their appropriate representative (as defined in TUPE or any

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successor legislation) made against the Authority and/or a New Contractor at any time in relation to any Employee Liabilities arising out of or in connection with any acts or omissions of the Contractor or any Sub-Contractor which occurred on or prior to the Subsequent Transfer Date provided that such claims, losses, costs, expenses and liabilities are not payable as a result of any act or omission of the Authority or a New Contractor;

- 1.20.2 by any person or persons (or by their appropriate representative (as defined in TUPE or any successor legislation)) who are not Subsequent Transferring Employees or who are not disclosed as such to the Authority in accordance with Paragraph 1.15 who claims or it is otherwise held that his or her or their contracts of employment or liability in relation to their employment are or have been transferred to the Authority or a New Contractor in accordance with TUPE or any successor legislation including, for the avoidance of doubt:

1.20.2.1 the reasonable cost to the Authority or the New Contractor of employing such person or persons for any period during which statutory redundancy consultation must be undertaken plus a period of up to one (1) Month prior to the termination of their employment; and

1.20.2.2 the cost to the Authority or the New Contractor arising out of the dismissal of such person or persons (such dismissal costs to be limited to the payment of contractual notice and contractual redundancy payments),

provided that such person or persons are given notice by the Authority or the New Contractor to terminate their employment within one (1) Month of the Authority or the New Contractor becoming aware of such claim;

- 1.20.3 by any Subsequent Transferring Employee or any other employee of the Contractor or any sub-contractor or by their appropriate representative (as defined in TUPE or any successor legislation) made against the Authority and/or the New Contractor at any time as a result of the Contractor's or any sub-contractor's failure or alleged failure to comply with its/their obligations to inform or consult or both pursuant to TUPE or any successor legislation;
- 1.20.4 in respect of emoluments and outgoings in relation to the Subsequent Transferring Employees (including, without limitation, all wages, bonuses, PAYE, national insurance contributions and otherwise) payable in respect of any period up to and including the Subsequent Transfer Date; or
- 1.20.5 by or in respect of any person employed or formerly employed by the Contractor or any sub-contractor other than a Subsequent Transferring Employee for which it is alleged that the Authority or a New Contractor is or may be liable by virtue of this Contract and/or TUPE.

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- 1.21 The Authority shall indemnify and keep indemnified the Contractor against any costs, losses, expenses, liabilities, awards or damages in respect of any claims or proceedings (and all costs and expenses thereof):
- 1.21.1 where there is a Subsequent Relevant Transfer, by any Subsequent Transferring Employee or by their appropriate representative (as defined in TUPE or any successor legislation) made against the Contractor or any sub-contractor at any time arising out of or in connection with any acts or omissions of the New Contractor which occurred after the Subsequent Transfer Date including claims for breach of contract, loss of office, unfair dismissal, redundancy, sex, race or other discrimination, loss of earnings or otherwise (and all costs and expenses thereof) provided that such claims, losses, costs, expenses and liabilities are not payable as a result of any act or omission of the Contractor or any sub-contractor;
 - 1.21.2 by any Subsequent Transferring Employee or by their appropriate representative (as defined in TUPE or any successor legislation) made against the Contractor or any sub-contractor at any time as a result of the New Contractor's failure or alleged failure to comply with its obligations under Regulation 13(4) of TUPE;
 - 1.21.3 by virtue of any substantial change made or proposed to be made by the New Contractor in the terms of employment or working conditions of any of the Subsequent Transferring Employees which is detrimental to any of the Subsequent Transferring Employees;
 - 1.21.4 by virtue of any substantial change made or proposed to be made by the New Contractor in the terms of employment or working conditions of any person who would have been a Subsequent Transferring Employee and/or any person who would have transferred under TUPE and/or this Contract but for their objection under Regulation 4(7) of TUPE or their resignation or decision to treat their employment as terminated under Regulation 4(9) of TUPE on or before the Subsequent Transfer Date as a result of any such changes;
 - 1.21.5 by virtue of a change in the identity of the employer of all or any of the Subsequent Transferring Employees where that change is a significant change and to the detriment of all or any of the Subsequent Transferring Employees; or
 - 1.21.6 as a result of a change in the identity of the employer of any person who would have been a Subsequent Transferring Employee and/or any person who would have transferred under TUPE and/or this Contract but for their resignation or decision to treat their employment as terminated under Regulation 4(9) of TUPE on or before the Subsequent Transfer Date as a result of the change of employer.

Contracts (Rights of Third Parties) Act 1999 and Assignment

- 1.22 A New Contractor may enforce the terms of Paragraph 1.17 and Paragraph 1.20 against the Contractor or any Sub-Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

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- 1.23 The consent of a New Contractor or any of its sub-contractors is not required to rescind or vary or terminate this Contract.
- 1.24 Without prejudice to Paragraphs 1.22 or 1.23, the Authority may in its discretion assign the benefit of the indemnities set out in Paragraph 1.17 and Paragraph 1.18 to the New Contractor.

Redundancy and Severance Terms

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

Terminal Redundancy Liability

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

Termination of Contract

- 1.27 The Contractor shall procure that:
- 1.27.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Contract, to terminate the Contract or any part of the Services;
or
- 1.27.2 after the date which is two (2) Years prior to the Expiry Date,
- no change is made to pension, retirement and death benefits provided for or in respect of any person who will become a Subsequent Transferring Employee and no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Authority (such approval not to be unreasonably withheld).

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

Name (Surname, forename, title and initials)

Date of Birth

Home address

Job title

Work location

National Insurance Number

National Insurance contribution rate

Annual salary and rates of pay band/grade

Shifts, unsocial hours or other premium rates of pay

Conditioned hours of work

Overtime history for preceding twelve (12) Month period

Allowances and bonuses for preceding twelve (12) Month period

Tax Code

For pension purposes the notional reckonable service date

Annual leave reckonable service date

Pensionable pay history for three (3) Years to date of transfer

Percentage of any pay currently contributed under additional voluntary contribution arrangements

Any other voluntary deductions from pay

Bank/building society account details for payroll purposes

Annual holiday entitlement and accrued holiday entitlement

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Details of any active disciplinary/inefficiency or grievance proceedings

All documents, manuals, codes, handbooks, procedure guides publication agreements
(including collective agreements)

Current terms and conditions of employment and benefits (including retirement
benefits), any other letters or documents or collective agreements affecting terms and
conditions of employment

Whether registered disabled

Any performance assessment details

Existing training or sponsorship commitments

Outstanding loan/advances on salary or debts

Those currently on maternity leave or other long term leave of absence

Sickness and absence records for the immediately preceding four (4) Year period

Emergency contact details

Five (5) Months' copy pay slip data

Cumulative pay for tax and pension purposes

Cumulative tax paid

PART 2

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

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

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

4. Total redundancy liability

5. Additional information about factors that may influence staffing levels and costs.

6. Contractor's and sub-contractor's general employment terms and conditions applicable to those members of staff identified at paragraph 1 of this Part 2 to Appendix 1 of Schedule 8 (TUPE and Employees).

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7. In respect of those members of staff included in the total at paragraph 1 of this Part 2 to Appendix 1 of Schedule 8 (TUPE and Employees). above:

7.1. Age (not date of birth)

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

7.3. Length of current period of continuous employment

7.4. Weekly conditioned hours of attendance (gross)

7.5. Standard annual holiday entitlement (not “in Year” holiday entitlement that may contain carry over or deficit from previous leave Years)

7.6. Pension scheme membership

7.7. Pension and redundancy liability information

7.8. Annual salary

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

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

7.11. Regular/recurring allowances

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

PART 3

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

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

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

4. Total redundancy liability

5. Additional information about factors that may influence staffing levels and costs.

6. Contractor's and sub-contractor's general employment terms and conditions applicable to those members of staff identified at paragraph 1 of this Part 3 of

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Appendix 1 to Schedule 8 (TUPE and Employees).

7. In respect of those members of staff included in the total at paragraph 1 of this Part 3 of Appendix 1 to Schedule 8 (TUPE and Employees) above:

7.1. Employee's full name

7.2. Age (not date of birth)

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

7.4. Length of current period of continuous employment

7.5. Weekly conditioned hours of attendance (gross)

7.6. Standard annual holiday entitlement (not "in Year" holiday entitlement that may contain carry over or deficit from previous leave Years)

7.7. Pension scheme membership

7.8. Pension and redundancy liability information

7.9. Annual salary

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

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

7.12. Regular/recurring allowances

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

7.14. Information of any disciplinary procedure taken against an employee within the previous two (2) Years

7.15. Information of any grievance procedure taken by an employee within the previous two (2) Years

7.16. Information of any court or tribunal case, claim or action brought by an employee against the transferor within the previous two (2) Years

7.17. Information of any court or tribunal case, claim or action that the transferor has reasonable grounds to believe that an employee may bring against the transferee, arising out of the employee's employment with the transferor

7.18. Information of any collective agreement which will have effect after the transfer, in its application in relation to the employee



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SCHEDULE 9

PARENT COMPANY GUARANTEE

REDACTED



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SCHEDULE 10

NOTICES



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1. Notices

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

If to the Contractor	For the attention of: REDACTED Address: Airbus Defence and Space Limited Compass House, 60 Priestley Road Guildford GU2 7AG United Kingdom
----------------------	--

If to the Contractor's Representative	For the attention of: REDACTED Address: Airbus Defence and Space Limited Partnership House Regent Farm Road Gosforth Newcastle upon Tyne NE3 3AF United Kingdom
---------------------------------------	---

If to the Authority	For the attention of: REDACTED Address: 102 Petty France London SW1H 9AJ
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If to the Authority's Representative	For the attention of: REDACTED Address: 102 Petty France London SW1H 9AJ
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- 1.2 Either Party to this Contract (including the Contractor's Representative or



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Authority's Representative) may change its nominated address or facsimile number by prior notice to the other Party.

1.3 Notices given by post shall be effective upon the earlier of:

1.3.1 actual receipt; and

1.3.2 five (5) Business Days after mailing.

1.4 Notices delivered by hand shall be effective upon delivery.

1.5 Notices given by facsimile shall be deemed to have been received where there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the sender (to be confirmed in writing) that the facsimile has not been received in legible form:

1.5.1 within two (2) hours after sending, if sent on a Business Day between the hours of 9:00am and 4:00pm; or

1.5.2 by 11:00am on the next following Business Day, if sent after 4:00pm, on a Business Day but before 9:00am on that next following Business Day.



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SCHEDULE 11

EXIT MANAGEMENT AND TRANSFER



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1. DEFINITIONS AND INTERPRETATION

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

2. GENERAL

- 2.1. This Schedule 11 (Exit Management and Transfer) sets out the principles of the re-tendering, exit and service transfer arrangements that are intended to facilitate re-tendering during the Contract Period and/or to achieve such orderly transition and which shall form the basis of the Exit Plans.
- 2.2. The Contractor shall provide input and support as requested to the Authority and the other EM Contractors in preparing their respective Exit Plans.
- 2.3. For the avoidance of doubt, this Schedule 11 (Exit Management and Transfer) also applies where a requirement for any of the EM Services ceases whether or not the relevant EM Services are to be replaced or re-provisioned and regardless of whether a recompetition in respect of the ceased EM Services is to take place.

3. RECORDS

- 3.1. The Contractor shall as a minimum maintain up to date records of the following material and information:
 - 3.1.1. details of the Services including (without limitation) details of service volumes;
 - 3.1.2. details and specifications of the interfaces (including ITPs) and protocols with , each of the other EM Contractors and the Authority;
 - 3.1.3. details of any work in progress or planned work in updating the High Level Design and/or Interface Control Documents;
 - 3.1.4. performance data relating to the interfaces and the Contractor's systems for the last

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six (6) Months;

- 3.1.5. an up to date RACI matrix;
- 3.1.6. details of work in progress including (but not limited to) any version upgrades;
- 3.1.7. details of the Dependencies and the Operating Level Agreements in place with each of the other EM Contractors;
- 3.1.8. details of the use of the software identified within Schedule 3 (Third Party Software Licences) and personnel used in performance of the Services;
- 3.1.9. levels of resources deployed in the last twelve (12) Months including numbers, grades, job description detail and a list of key personnel;
- 3.1.10. details of data processing capacity and overall system capacity assumptions;
- 3.1.11. details of and information relating to all Contractor Background IPR, Contractor Software, Project Specific IPR, Third Party IPR, Third Party Software and information relating to their use within the Services;
- 3.1.12. details of all Sub-Contracts;
- 3.1.13. a summary of all commercial matters relating to the Contract and performance of the Services, including:
 - 3.1.13.1. Integration Claims;
 - 3.1.13.2. a rectification log;
 - 3.1.13.3. any external claims brought by or made against a third party (i.e. not the Authority or any other EM Contractor); and
- 3.1.14. all other requested information relating to the Services or any other aspect of this Contract reasonably required by the Authority,

(together the “**EM Monitoring and Mapping Data**”).

4. PREPARATION OF BASELINE EXIT PLAN

- 4.1. Prior to the Services Commencement Date, the Contractor shall deliver to the Authority:
 - 4.1.1. a baseline version of an exit plan relating to the exit of the Contractor from the Services which covers the areas set out in Paragraph 6 and is completed to the extent reasonably possible at that time (the “**Baseline Exit Plan**”).
- 4.2. Within thirty (30) Days after the submission of the Baseline Exit Plan, the Parties shall use their respective reasonable endeavours to agree the contents of the Baseline Exit Plan. If the Parties are unable to agree the contents of the Baseline Exit Plan then such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

5. **PREPARATION OF DETAILED EXIT PLANS**

- 5.1. Within thirty (30) Days of the commencement of any Exit Period for the Services, the Contractor shall complete the relevant Baseline Exit Plan based on:
- 5.1.1. a detailed exit and service transfer plan relating to the exit of the Contractor from the Services and service transfer to a New Contractor which complies with the requirements set out in Paragraph 6 and is in a final form that could be implemented immediately (the "**EM Monitoring and Mapping Exit Plan**"), and shall submit the EM Monitoring and Mapping Exit Plan to the Authority for approval.
- 5.2. The Parties shall use their respective reasonable endeavours to agree the contents of the EM Monitoring and Mapping Exit Plan. Upon agreement of the contents of the EM Monitoring and Mapping Exit Plan, the Contractor shall provide the Exit Assistance in accordance therewith. Until the agreement of the EM Monitoring and Mapping Exit Plan, the Contractor shall provide the Exit Assistance in accordance with the principles set out in this Schedule 11 (Exit Management and Transfer) and the last approved versions of the Baseline Exit Plan.

6. **CONTENTS OF EM MONITORING AND MAPPING EXIT PLAN**

- 6.1. The EM Monitoring and Mapping Exit Plan shall cover all stages of the Exit Period for the Services and shall address:
- 6.1.1. the retendering of the Services;
- 6.1.2. the transition of the Services to a New Contractor; and
- 6.1.3. the wind down of the Services following transition to a New Contractor and expiry or termination of the Contract (or relevant part of the Contract).

Retendering

- 6.2. In relation to the retendering of the Services, the EM Monitoring and Mapping Exit Plan shall as a minimum contain:
- 6.2.1. a copy of the Recompensation Data; and
- 6.2.2. details of the activities of the Contractor in the provision of the Services during the retendering process including for:

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- 6.2.2.1. the provision of the Recompensation Data; and
- 6.2.2.2. procedures to deal with requests made by the Authority and/or any potential New Contractors for provision of access to the Contractor's Premises.

Transition

- 6.3. In relation to the transition of the Services as described at Paragraph 6.1.2 above, the EM Monitoring and Mapping Exit Plan shall as a minimum contain:
 - 6.3.1. the activities to be carried out during transition to a New Contractor (and the dependencies that will relate to the activities of the New Contractor):
 - 6.3.1.1. by the Contractor, in relation to the Services;
 - 6.3.1.2. by the Authority; and
 - 6.3.1.3. by each of the other EM Contractors;
 - 6.3.2. the management structure to be employed by the Contractor during any Transition Period for the Services;
 - 6.3.3. a timetable for providing Exit Assistance during any Transition Period for the Services including any milestones (which shall be required to align to the mobilisation and transition plans of any New Contractor where such plans are notified to the Contractor in writing); and
 - 6.3.4. procedures to deal with requests made by the Authority and/or any potential and actual New Contractor for:
 - 6.3.4.1. employee information pursuant to Schedule 8 (TUPE and Employees);
 - 6.3.4.2. up to date versions of any documents required to be produced and maintained under the Contract including the Asset Register and the Operating Manual; and
 - 6.3.4.3. copies of all records held by the Contractor in relation to performance of the Services.

Wind Down

- 6.4. In relation to the wind down of the Services as described at Paragraph 6.1.3, the EM Monitoring and Mapping Exit Plan shall as a minimum contain:
 - 6.4.1. procedures to deal with requests made by the Authority and/or any actual New Contractor for:
 - 6.4.1.1. provision of assistance required following termination or expiry to complete transition of the Services to the New Contractor;
 - 6.4.1.2. provision of information in relation to the Contract and performance of the Services to support the New Contractor, including copies of any information or data

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retained;

6.4.2. procedures to deal with requests made by the Authority for return, destruction or retention of data, documents, GFI or other assets as envisaged under Paragraph 11.

7. **NOT USED**

8. **UPDATING THE EXIT PLAN**

8.1. The Contractor shall provide updates to the EM Monitoring and Mapping Exit Plan not less than Monthly during the Exit Period for the Services (or at such shorter intervals as the Authority shall specify) for agreement with the Authority in accordance with Paragraph 8.2. In preparing any such updates the Contractor shall collaborate with the proposed New Contractor(s) and the Authority, in order to meet the Authority's need for a combined / seamless exit strategy / approach across both the Contractor and New Contractor throughout the Exit Period for the Services.

8.2. The Parties shall use their respective reasonable endeavours to agree the contents of any updated versions of the EM Monitoring and Mapping Exit Plan. Until the agreement of the relevant updated version of the EM Monitoring and Mapping Exit Plan, the Contractor shall provide the Exit Assistance in accordance with the principles set out in this Schedule 11 (Exit Management and Transfer) and the last approved versions of the EM Monitoring and Mapping Exit Plan.

9. **EXIT ASSISTANCE**

General

9.1. During any Exit Period, the Contractor shall:

9.1.1. continue to provide the Services in accordance with the Contract;

9.1.2. provide the exit assistance as described in this Paragraph 9 and in compliance with the applicable Exit Plan;

9.1.3. comply with any reasonable instructions of the Authority in preparing for the retendering of the Contract (or any part thereof) and any subsequent transition and wind down; and

9.1.4. at the request of the Authority provide any further assistance reasonably requested by the Authority to allow the Services to continue without interruption during the Exit Period and to facilitate the orderly transfer of responsibility for and conduct of the Services to the New Contractor.

9.2. During any Exit Period for any other EM Services Contract (or such shorter period as the Authority may require), the Contractor shall:

9.2.1. continue to provide the Services in accordance with the Contract;

9.2.2. comply with any reasonable instructions of the Authority in preparing for the

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retendering of the other EM Services Contract and any subsequent transition and wind down of such EM Services Contract;

9.2.3. provide the exit assistance for the relevant EM Services Contract as described in Paragraph 13 of this Schedule 11 (Exit Management and Transfer) and as reasonably requested by the Authority in support of the relevant EM Contractor Exit Plan; and

9.3. at the request of the Authority provide any further assistance reasonably requested by the Authority to allow the EM Services to continue without interruption during the relevant Exit Period and to facilitate the orderly transfer of responsibility for and conduct of the relevant EM Services to the New EM Contractor.

9.4. The Parties acknowledge that the migration of the Services from the Contractor to the New Contractor may be phased, such that certain elements of the Services are handed over before others. Any such phased migration shall be detailed in the Exit Plans.

Exit Manager

9.5. Within ten (10) Business Days of the commencement of any Exit Period, the Authority and the Contractor will appoint an Exit Manager and provide written notification of such appointments to the other Party. Any Exit Manager appointed by the Contractor will be responsible for ensuring that the Contractor and its employees, agents and sub-contractors comply with this Schedule 11 (Exit Management and Transfer), and will co-ordinate regular exit meetings between the Parties to be held not less than on a weekly basis (unless otherwise agreed by the Authority).

9.6. The Contractor will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in this Schedule 11 (Exit Management and Transfer). The Parties' exit managers will liaise with one another in relation to all issues relevant to the re-tendering, expiry and termination of any EM Services Contract (in whole or in part) and all matters connected with this Schedule 11 (Exit Management and Transfer) and each Party's compliance with it.

9.7. The Contractor warrants and undertakes that information provided during any Exit Period pursuant to this Schedule 11 (Exit Management and Transfer) (including the Recompensation Data) will be complete and accurate at the time that it is provided.

Requirements for Exit Assistance during any Retendering Period for the Services

9.8. On reasonable notice and in any event within fourteen (14) Days of the issue by the Authority of an Exit Assistance Notice, the Contractor shall provide to the Authority and/or (subject to Paragraph 9.7) to any potential New Contractor the following information in order to facilitate the preparation by the Authority of any request for information, invitation to tender or any other procurement documentation and/or to facilitate any potential New Contractor undertaking due diligence:

9.8.1. the Recompensation Data; and

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- 9.8.2. all information required to be maintained by the Contractor under the relevant provisions of Schedule 8 (TUPE and Employees).
- 9.9. At the Authority's option, the Contractor will:
- 9.9.1. prepare and give presentations to the Authority and/or each potential New Contractor which describe the arrangements that shall be made to enable the seamless transfer of any or all of the Services (to include site visits where applicable);
 - 9.9.2. provide an assessment of the tasks and risks involved in the Authority's approach to exit; and
 - 9.9.3. otherwise assist and cooperate with the Authority during the relevant Retendering Period.
- 9.10. Notwithstanding Clauses 31 (Intellectual Property Rights) and 32 (Information and Confidentiality) (other than in relation to information identified in Schedule 25 (Commercially Sensitive Information) which shall not be disclosed to any potential New Contractors prior to their selection as preferred bidders) and subject to the recipients entering into reasonable confidentiality agreements with the Authority, the Authority may redistribute the Recompetition Data to its employees, agents, contractors and advisers (and to those of any other Government Department) and to any potential New Contractors and their employees, agents, contractors and advisers for the purposes of conducting and participating in a re-tendering exercise.

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

- 9.11. The Authority shall be entitled to require the provision of Exit Assistance by issuing an Exit Assistance Notice to the Contractor at any time (and in any number of such notices) during any Transition Period for the Services and/or Wind Down Period for the Services. The Exit Assistance Notice shall specify:
- 9.11.1. the date from which Exit Assistance is required;
 - 9.11.2. the nature of the Exit Assistance required; and
 - 9.11.3. the period during which it is anticipated that Exit Assistance will be required.
- 9.12. The Exit Assistance to be provided by the Contractor during any Transition Period for the Services and/or Wind Down Period for the Services shall include (without limitation and without prejudice to the other provisions of this Contract relating to exit co-operation including those requirements set out in Schedule 4 (EM Testing)) such of the following services as the Authority may specify:
- 9.12.1. notifying Sub-Contractors of procedures to be followed during the Exit Period and providing management to ensure these procedures are followed;
 - 9.12.2. providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing

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and implementing processes and procedures such that they are appropriate for use by the Authority and/or New Contractor after the end of the Exit Period;

- 9.12.3. providing employee information in accordance with the relevant provisions of Schedule 8 (TUPE and Employees);
- 9.12.4. answering all reasonable questions from the Authority and/or New Contractor regarding the Services;
- 9.12.5. the provision of access to the Contractor's Premises to the Authority and/or the potential and actual New Contractors during the Exit Period for the purpose of the smooth transfer of the Services to the New Contractor, such access to include access:
 - 9.12.5.1. to information and documentation relating to the Services that is in the possession or control of the Contractor or its sub-contractors (and the Contractor agrees and shall procure that its sub-contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - 9.12.5.2. following reasonable notice, to members of the Contractor's Staff who have been involved in the provision or management of the Services and who are still employed or engaged by them;
- 9.12.6. the provision of all necessary support to the New Contractor as required by the New Contractor to verify successful transfer of the Services and all supporting documents;
- 9.12.7. making logistics arrangements for any swap out of equipment that the Contractor is holding for the Authority with appropriate accounting and inspection procedures;
- 9.12.8. agreement of any surviving provisions in the Contract including (without limitation): (i) data migration during transition; (ii) repair; (iii) maintenance; (iv) warranty; (v) escrow provisions;
- 9.12.9. attendance at any outstanding Court cases where the Contractor's Staff have not transferred to any New Contractor; and
- 9.12.10. agreement of any separation or continuation (as appropriate and as agreed with the Authority) of any arrangements to allow other authorities to use the system provided by the Contractor.

10. DURATION OF EXIT PERIOD

- 10.1. Notwithstanding the other provisions of this Schedule 11 (Exit Management and Transfer), the Authority shall have an option to extend any period of Exit Assistance as notified in an Exit Assistance Notice beyond the expiry of the relevant Exit Period provided that it shall notify the Contractor to such effect no later than twenty (20) Business Days prior to such expiry and that the extension is reasonably required to complete the handover of the relevant EM Services.
- 10.2. In addition to the rights set out in Paragraph 10.1, the Authority may serve notice upon the

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Contractor, for the purposes of transition, to extend the Expiry Date or any Termination Date by one (1) or more periods as specified by the Authority at its discretion of:

10.2.1. in the case of the Expiry Date, up to a maximum period of twelve (12) Months in the aggregate; and

10.2.2. in the case of any Termination Date, up to a maximum period of eighteen (18) Months in the aggregate.

10.3. Once extended to the maximum period pursuant to Paragraph 10.2, there shall be no further right to extend. In the case of any such extensions, the term "Expiry Date" and/or "Termination Date" shall be deemed to refer to such date as extended under Paragraph 10.2.

10.4. The Authority's initial extension notice under Paragraph 10.2 shall be served:

10.4.1. no later than one hundred and eighty (180) Days following the commencement of the Exit Period in the case of an expiry; and

10.4.2. no later than thirty (30) Days following the commencement of the Exit Period in the case of any other termination,

following which any subsequent extension notices shall be served no later than thirty (30) Days prior to the expiry of the then current extension period.

10.5. The Authority may at any time notify the Contractor in writing of the termination of any and/or all Exit Assistance then being provided by the Contractor.

11. HANDBACK OBLIGATIONS

11.1. No later than ninety (90) Days prior to the Expiry Date or, as applicable, the Termination Date, the Contractor shall obtain direction from the Authority as to which data, documents, Government Furnished Items (GFI) and other assets relating to the delivery of the Services shall be:

11.1.1. returned to the Authority (or provided to the New Contractor);

11.1.2. destroyed (and their manner of destruction); or

11.1.3. retained by the Contractor.

11.2. The Contractor shall comply with any directions to destroy data, documents, GFI or other assets given by the Authority pursuant to Paragraph 11.1 and shall ensure that any such data, documents, GFI or other assets are returned, destroyed or retained safely and securely in accordance with:

11.2.1. IAS5 in a manner agreed with the Authority;

11.2.2. the SPF (Security Policy Framework) current at that time;

11.2.3. the requirements set out in Schedule 13 (Security); and

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11.2.4. HMG data handling standards current at that time,

compliance with which shall be to the satisfaction of the Authority and shall include (as applicable) the use of an Authority approved sanitisation process with evidence of sanitisation certificates witnessed where necessary and/or the use of an Authority approved destruction process with evidence of destruction certificates witnessed where necessary.

11.3. At the end of the Exit Period (or on such other date as is notified by the Authority) in relation to the Services unless directed otherwise under Paragraph 11.1, the Contractor shall:

11.3.1. transfer all Authority Data, EM Data and Personal Data (in complete, uncorrupted form) in its or its sub-contractors' possession or control to the Authority and such Authority Data, EM Data and Personal Data shall be transferred securely in a manner agreed with the Authority:

- (a) on such media and in such a format as requested by the Authority to ensure the Authority, EM Data and Personal Data will operate with the Authority's and New Contractor's ICT systems;
- (b) in accordance with the requirement outlined in SPF (Security Policy Framework) and SAL (Security Aspect Letter) under the direction and approval of the Authority ITSO (Information Technology Security Officer);

11.3.2. securely erase (to a standard agreed with the Authority) from any computers, storage devices, storage media or other devices or items that are to be retained by the Contractor after the end of the Exit Period any software containing Authority Data, EM Data and Personal Data;

11.3.3. return to the Authority in a manner agreed with the Authority such of the following as is in the Contractor's or a sub-contractor's possession or control:

- (a) all hardware and software comprised within the Authority's ICT systems and any other software licensed by the Authority to the Contractor under this Contract;
- (b) all materials in which the Intellectual Property Rights are owned by or licensed to the Authority including Authority Background IPR, Authority Software and Project Specific IPR;
- (c) all computerised filing, recording, documentation, planning and drawings used in the provision of the Services (in a fully indexed and catalogued format that is capable of operating on a software application in use within the Authority's ICT systems);
- (d) any equipment which belongs to the Authority or an Authority Related Party; and
- (e) any items that have been on-charged to the Authority, such as consumables;

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11.3.4. vacate the Authority's Premises; and

11.3.5. return to the Authority or at the Authority's direction destroy all Confidential Information of the Authority (with the exception of Confidential Information which the Contractor is expressly required under this Contract to retain after the expiry of the Exit Period) and will certify that it does not retain any Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Contractor for the purposes of providing the Services or Exit Assistance.

11.4. Except where this Contract provides otherwise, all licences and authorisations granted by the Authority to the Contractor and the sub-contractors in relation to the Services shall be terminated with effect from the end of the Exit Period.

11.5. Where data is to be retained after the expiry of the Exit Period (with approval in writing from the Authority), the Contractor shall comply with the requirements in relation to such data set out in Schedules 2 (Specifications), 13 (Security), the then-current version of the Authority's data retention policy and the Security Aspects Letter, including requirements for accreditation of any system on which such data is held.

12. CONTRACTOR'S EQUIPMENT AND CONTRACTS

12.1. During the Exit Period, the Contractor will not, without the Authority's prior written consent (not to be unreasonably withheld or delayed):

12.1.1. terminate or vary any Sub-Contract; or

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

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

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

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

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

12.3. With effect from the Expiry Date or Termination Date (as the case may be), the Contractor shall assign to the Authority (or its New Contractor), free from all liens, charges, options, encumbrances and third party rights, title to and all rights and interests in the Dedicated

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Contractor's Equipment identified by the Authority pursuant to Paragraph 12.2. Each such piece of Dedicated Contractor's Equipment shall be acquired by the Authority and/or its New Contractor for either:

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

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

whichever is the lesser amount.

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

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

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

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

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

13. RETENDERING OF OTHER EM CONTRACTS

General

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

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

13.2. On reasonable notice and in any event within fourteen (14) Days of the issue by the Authority of an Exit Assistance Notice, the Contractor shall provide to the Authority and/or (subject to any potential New EM Contractor entering into reasonable written confidentiality undertakings with the Authority) to any potential New EM Contractor information in order

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to facilitate the preparation by the Authority of any request for information, invitation to tender or any other procurement documentation and/or to facilitate any potential New EM Contractor undertaking due diligence on the Recompensation Data.

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

- 13.3.1. prepare and give presentations to each potential New EM Contractor which describe the arrangements that shall be made to enable the seamless transfer of the relevant EM Services, to include site visits where applicable;
- 13.3.2. provide an assessment of the tasks and risks involved in the Authority's approach to exit; and
- 13.3.3. otherwise assist and cooperate with the Authority during the relevant Retendering Period.

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

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

- 13.4.1. the date from which Exit Assistance is required;
- 13.4.2. the nature of the Exit Assistance required; and
- 13.4.3. the period during which it is anticipated that Exit Assistance will be required.

14. **ACCESSION OF NEW EM CONTRACTORS**

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

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

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- 14.1.3. at the Authority's option prepare and give presentations to each potential New EM Contractor which describe the arrangements that shall be made to enable the on-boarding of the New EM Contractor, to include site visits where applicable;
 - 14.1.4. at the Authority's option provide an assessment of the tasks and risks involved in the Authority's approach to the on-boarding; and
 - 14.1.5. at the request of the Authority provide any further assistance reasonably requested by the Authority to allow the EM Services to continue without interruption during the on-boarding of the relevant New EM Contractor.
- 14.2. The Authority shall be entitled to require the provision of assistance from the Contractor in relation to on-boarding (other than general assistance as identified in Paragraph 14.1 above) ("**On-Boarding Assistance**"). The Authority may issue a notice to the Contractor at any time (and in any number of such notices) requesting the provision of On-Boarding Assistance which shall specify:
- 14.2.1. the date from which On-Boarding Assistance is required;
 - 14.2.2. the nature of the On-Boarding Assistance required; and
 - 14.2.3. the period during which it is anticipated that On-Boarding Assistance will be required.
15. **COSTS**
- 15.1. The Contractor shall perform the following at no cost to the Authority or any New Contractor or New EM Contractor as applicable:
- 15.1.1. recording and maintenance of the Recompensation Data as described in Paragraph 3;
 - 15.1.2. preparation and updating of the Baseline Exit Plan and Exit Plan as described in Paragraphs 4 to 8;
 - 15.1.3. performing its general obligations during any Exit Period as described in Paragraphs 9.1 to 9.6;
 - 15.1.4. Exit Assistance during any Retendering Period as described in Paragraphs 9.8 to 9.10, 13.2 and 13.3;
 - 15.1.5. performing any handback obligations as described in Paragraph 11;
 - 15.1.6. assignment or novation of any Transferring Contracts as described in Paragraph 12.4;
 - 15.1.7. performing any general obligations regarding accession of New EM Contractors as described in Paragraph 14.1.
- 15.2. The Contractor shall be entitled to charge for the following in accordance with the Maximum Day Rates as set out in Appendix A of Schedule 6 (Price and Payment Mechanism) and as set out in an approved plan agreed with the Authority and the other EM Contractors pursuant to the Integrated Change Procedure:

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- 15.2.1. Exit Assistance provided during any Transition Period or Wind Down Period (as described in Paragraphs 9.11, 9.12 and 13.4);
- 15.2.2. On-Boarding Assistance described in Paragraph 14.2; and
- 15.2.3. the appointment of any full or part time dedicated Exit Manager (as described in Paragraph 9.5), subject to the Contractor: (i) ensuring that if the role is to be performed by an existing member of the Contractor's Staff, the Contractor will provide the backfill in order to make the additional charge, and (ii) a duty to mitigate such costs to the furthest extent possible.

16. APPORTIONMENTS

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

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SCHEDULE 12

AUDIT



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1. INTRODUCTION**1.1 Background**

This Schedule 12 (Audit) provides for audit of the Contractor, the Key Sub-Contractors and those parties' activities in relation to this Contract.

1.2 Exercise of Authority Audit Rights

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

1.3 Effect of Audit

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

1.3.1 Contractor obligation or liability; and/or

1.3.2 right or remedy of the Authority,

under or in relation to this Contract.

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

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

2.2 Authority Audit Agents

The Authority Audit Agents shall include:

2.2.1 internal and external auditors of the Authority or a Related Organisation;

2.2.2 statutory or regulatory auditors of the Authority or a Related Organisation;

2.2.3 any party formally appointed by the Authority or a Related Organisation to carry out a forensic audit or similar review functions, provided that such party:

2.2.3.1 enters into reasonable confidentiality arrangements with the Authority in relation to Confidential Information of the Contractor;

2.2.3.2 satisfies any reasonable security clearance requirements of the Contractor; and

2.2.3.3 does not have sufficient share in any one or more of the Contractor's lines of business in the UK so as to constitute a competitive threat to the Contractor; and

2.2.4 successors to any of the above.

2.3 Audit Access

2.3.1 For the purposes of this Schedule 12 (Audit), the term "access" shall include the grant of the following to the Authority Audit Agents:

2.3.1.1 access to information used by the Contractor and/or its Key Sub-Contractors as a basis for the Contract Price and/or any other amounts payable by the Authority under this Contract (including any proposed or actual variations to such Contract Price and payments);

2.3.1.2 access to hard and (if available) soft copies of all records and/or documentation and/or data as required by the Authority or Related Organisation under this Contract including access to review, duplicate and remove copies of the records and/or documentation;

2.3.1.3 to review any books of account kept by the Contractor in connection with the provision of the Services;

2.3.1.4 access to hard and (if available) soft copies of all records and/or documentation to verify the accuracy and completeness of any Management Information delivered or required;

2.3.1.5 access to the Recompensation Data;

2.3.1.6 access to all Contractor's Premises (including any part of the ICT system associated with the EM Services at those locations) and Contractor's Staff;

2.3.1.7 access to and/or use of any equipment, systems and/or information used by the Contractor and/or its Key Sub-Contractors in performing or facilitating the Services;

2.3.1.8 access to any Authority equipment or Authority Software in the possession or control of the Contractor and/or any Key Sub-Contractor;

2.3.1.9 the provision by the Contractor and Contractor's Staff of such oral and written information as required by the Authority Audit Agents for the purposes of the audit;

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- 2.3.1.10 access to and/or use of any documentation, designs or models required to be developed by the Contractor under this Contract;
- 2.3.1.11 access to (and ability to copy and remove) all data and associated systems held by the Contractor, or its sub-contractors and equipment manufacturers, in relation to electronic monitoring, from the Commencement Date:
 - (i) daily monitoring information sufficient to allow the Authority, or its agents, to reconstruct and/or re perform all elements of billing as appropriate;
 - (ii) financial information sufficient to allow the Authority, or its agents, to audit the profitability of the Contract and the amounts billed to the Authority, to include all information relevant to the calculation of the Contractor's performance against the CDIs and associated financial implications; and
 - (iii) access to internal Contractor systems documentation, including equipment specifications, design documentation, test plans and test results relating to this Contract.
- 2.3.1.12 such other access to information, equipment, personnel and locations as reasonably required within the scope of an audit; and
- 2.3.1.13 the use of such accommodation and facilities as any Authority Audit Agent may require in relation to Paragraphs 2.3.1.1 to 2.3.1.12 above.

2.4 Purpose of Audits

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



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- 2.4.1.4 verify the Contractor's compliance with the terms of this Contract and applicable Legislation;
- 2.4.1.5 review, verify and quality assess the documentation referred to in Paragraphs 2.3.1.2 and 2.3.1.4 above and/or the Recompensation Data and their maintenance;
- 2.4.1.6 review, verify and quality assess any reports and management information provided pursuant to this Contract;
- 2.4.1.7 verify the integrity, confidentiality and security of the data being processed, stored and/or accessed by the Contractor and/or its Key Sub-Contractors pursuant to this Contract;
- 2.4.1.8 identify or investigate actual or suspected fraud, impropriety or accounting mistakes, provided that the Authority and Related Organisation will be under no obligation to inform the Contractor of the purpose or objective of its investigations;
- 2.4.1.9 obtain such information as is necessary to fulfil the Authority's or Related Organisations' obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;
- 2.4.1.10 inform any statute driven examination of the economy, efficiency and effectiveness of the Authority or Related Organisation and the use of its resources;
- 2.4.1.11 enable a forensic audit investigation by the Authority, which will:
 - (i) determine whether the Contractor is compliant with the terms of this Contract;
 - (ii) enable understanding of the Contractor's interpretation, operation and delivery of this Contract, and / or;
 - (iii) further investigate whistle-blower allegations received by the Authority;
- 2.4.1.12 assist, perform or satisfy any other audit that may be required by any Relevant Authority; and/or
- 2.4.1.13 verify the technical or financial aspects of any change pursuant to the Integrated Contract Change Procedure.
- 2.4.2 If the audit identifies that:
 - 2.4.2.1 the Contractor has failed to perform its obligations in any material manner, the parties shall agree and implement a

remedial plan. If the Contractor's failure relates to a failure to provide any information to the Authority about the Contract Price, proposed charges or the Contractor's costs, then the remedial plan shall include a requirement for the provision of all such information; or

- 2.4.2.2 the Authority has underpaid any part of the Contract Price, the Authority shall pay to the Contractor the amount of the underpayment less the reasonable and proper cost of audit incurred by the Authority if this was due to a Default by the Contractor in relation to invoicing within twenty (20) Business Days.

2.5 Notification of Audit

- 2.5.1 Save in the case of an emergency audit in accordance with Paragraph 2.6 below, the Authority or relevant Related Organisation shall provide at least ten (10) Business Days' notice of any audit it intends to carry out, specifying the locations to be audited, the anticipated time of arrival and the names and titles of the attendees, together with the organisation(s) they represent.
- 2.5.2 Following notification of an audit and subject to Paragraph 2.2.3, the Contractor shall provide the Authority Audit Agents with such audit access (as set out in Paragraph 2.3.1 and for any of the purposes set out in Paragraph 2.4.1) as the Authority, relevant Related Organisation and/or the Authority Audit Agents request.
- 2.5.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

2.6 Emergency Audit

- 2.6.1 The Contractor shall provide Authority Audit Agents with immediate audit access for emergency audits in the following circumstances:
- 2.6.1.1 the Audit is required for reasons of actual or suspected impropriety or fraud;
- 2.6.1.2 there are reasonable grounds to suspect that the Contractor may be in default under this Contract;
- 2.6.1.3 other circumstances have arisen, or are believed to have arisen, which would give the Authority the right to terminate this Contract and/or any part of the Services;
- 2.6.1.4 there are reasonable grounds to suspect that a security breach has occurred in relation to the Services and/or this Contract;
- 2.6.1.5 the Authority has received a notification or report from a whistle-blower suggesting that there are grounds to suspect



that a security breach had occurred in relation to the Services and/or this Contract; and/or

2.6.1.6 the Authority wishes to carry out occasional unannounced security testing or inspections to establish compliance with the provisions of Schedule 13 (Security).

2.6.2 In the event of an investigation into suspected fraudulent activity or other impropriety by the Contractor, Contractor's Staff, the Authority's or a Related Organisation's own personnel and/or any third party, the Authority or relevant Related Organisation reserves for itself and the Authority Audit Agents the right of immediate access to the records the subject of the Audit, the Contractor's Premises and/or any Contractor's Staff, subject to compliance with the Contractor's security requirements. The Contractor shall render all necessary assistance to the conduct of such investigation at all times during the continuation of this Contract and at any time after its expiry or termination.

2.7 Response to Audits

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

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

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

identified as a result of the conducted Audit.

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

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

2.7.4 If an audit identifies that the Authority has overpaid in respect of the Contract Price, the Contractor shall pay to the Authority the amount overpaid within ten (10) Business Days of being notified of this

overpayment. The Authority may deduct the relevant amount from the Contract Price if the Contractor fails to re-pay such overpayment in accordance with this Paragraph 2.7.4. The amount of overpayment will incur interest at a rate of LIBOR plus two per cent (2%) applied between the date that the Authority overpaid and the date the subsequent deduction is made.

2.8 Audit Costs

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



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SCHEDULE 13

SECURITY



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1. NOT USED

2. INTRODUCTION

- 2.1. This Schedule 13 covers Information Assurance responsibilities of the Contractor in delivering the Services:
- 2.1.1. principles of protective security to be applied;
 - 2.1.2. the development, implementation, operation, maintenance and continual improvement of an ISMS;
 - 2.1.3. the creation and maintenance of the Security Management Plan;
 - 2.1.4. specific ICT security and Information Assurance requirements to be met in the Security Management Plan;
 - 2.1.5. audit and testing of ISMS compliance with the security requirements.
 - 2.1.6. conformance to ISO/IEC27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice); and,
 - 2.1.7. obligations in the event of actual, potential or attempted Breaches of Security.
- 2.2. This Schedule 13 is presented under the ISO/IEC27001 headings for convenience and clarity – therefore Paragraphs are numbered according to the relevant section number of IS27002 (i.e. starting from 5.1).
- 2.3. Appendix 1 (Security Policy) and Appendix 2 (References) contain a non-exhaustive list of standards and documents referred to at their current versions throughout this Schedule 13.
- 2.4. The Contractor shall comply with the time frames for the delivery, certification, review and/or approval of (and subsequent updates to) the documentation referred to in the table in Paragraph 2 (Contractor Documents) of Appendix 2.
- 2.5. All capitalised terms referred to in Paragraphs 4 to 14 and, within the associated non-exhaustive set of definitions set out in Schedule 1 (Interpretation and Definitions) shall, unless expressly stated, have the meanings set out in ISO/IEC27001 or ISO/IEC27002 (as applicable).

3. PRINCIPLES OF SECURITY

- 3.1. The Contractor acknowledges that the Authority places great emphasis on the confidentiality, Integrity and Availability of information, and consequently on the security provided by the Contractor.



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- 3.2. The Contractor acknowledges that the Authority has provided a definition of the matter of the Contract in the Security Aspects Letter. The Contractor shall comply with the requirements of the SAL (including any updated or re-issued SAL).
- 3.3. The Contractor shall comply with all the elements of the current and all future versions of the Security Policy Framework, all referenced documents in the SPF as well as the current and all future versions of HMG IA Standards, CESG Good Practice Guides, Implementation Guides and other CESG guidance, unless the Authority's ICT IA Team explicitly approves in writing the non-compliance. In order to receive such an approval the Contractor must undertake a risk assessment of the non-compliance to the satisfaction of the Authority's ICT IA Team and if the Authority deems necessary, CESG as well. The non-compliance shall be continuously monitored by the Contractor and any change to the risk profile of the non-compliance must be raised to the Authority and unless previously agreed by the Authority the cost of addressing the non-compliance against the new risk profile shall fall to the Contractor.
- 3.4. In order to meet this requirement the Contractor shall request of the Authority all the information that the Contractor deems necessary to undertake the obligation under Paragraph 3.3 above.
- 3.5. If HMG withdraws the SPF and/or supporting documents and replaces them with an alternative approach to documenting HMG IA requirements, the Contractor shall inform the Authority through the agreed Integrated Change Procedure and will continue to meet the above requirement but using the new documents and/or approach.
- 3.6. This requirement shall be complied with for the Contract Period.
- 3.7. The Contractor shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:
 - 3.7.1. is in accordance with Good Industry Practice, Legislation and this Contract;
 - 3.7.2. complies with the Security Policy;
 - 3.7.3. complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (tiers 1-4) available from the Cabinet Office;
 - 3.7.4. meets any specific security threats to the ISMS as described in the HMG IA Standard No. 1 & 2 *Risk Assessment and Management Risk*;
 - 3.7.5. is certified by a UKAS registered organisation to ISO/IEC27001 (with the scope being defined as all Deliverables of this Contract) and complies with ISO/IEC27002;
 - 3.7.6. complies with the Authority's ICT standards;



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- 3.7.7. complies with any agreed plans, documents or requirements detailed or produced in accordance with this Schedule 13; and
- 3.7.8. supports the Authority's objective to continually improve Information Assurance, including providing evidence to support assessment under the IA Maturity Model Framework.
- 3.8. All IA related deliverables should be reviewed and approved by the Contractor's security professionals who have appropriate training, experience and qualifications (e.g. Senior CESG Certified Professional (CCP) Security Information Risk Advisor (SIRA)) prior to issuing to the Authority.
- 3.9. In the event of any inconsistency in the provisions of the above (or any other referenced in this Schedule 13) standards, guidance and policies, the Contractor should notify the Authority's Representative of such inconsistency immediately upon becoming aware of the same, and the Authority's Representative shall, as soon as practicable, advise the Contractor of which provision the Contractor shall be required to comply with.
- 3.10. The Authority reserves the right (through itself or any person authorised by it from time to time) to audit the Services and security requirements being provided by the Contractor to ensure compliance with this Schedule 13.
- 3.11. For the purposes of this Schedule 13, any requirement for Authority approval will be on the basis that such approval is at the Authority's absolute discretion.

SECURITY REQUIREMENTS (DETAILED SPECIFICALLY AGAINST ISO 27001 HEADINGS)

4. SECURITY POLICY

- 4.1. ISO/IEC27001 A.5.1 - Management Direction for Information Security
 - 4.1.1. The Contractor shall comply with the SPF, HMG IA Standards and Guidance as well as the Authority's own IA Standards, Policies and Guidance.

5. ORGANISATION OF INFORMATION SECURITY

- 5.1. ISO/IEC27001 A.6.1 - Internal Organisation
 - 5.1.1. The Contractor shall develop, implement, operate, maintain and continuously improve an Information Security Management System which will be tested and updated annually and audited in accordance with ISO/IEC 27001, and subject to approval by the Authority.
 - 5.1.2. The Contractor shall prepare, develop, maintain and deliver to the Authority for approval a fully complete and up to date Security



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Management Plan within twenty (20) Business Days after the Commencement Date.

- 5.1.3. The Contractor shall ensure that the Security Management Plan is structured in accordance with ISO/IEC27001 and ISO/IEC27002 and conforms to the general obligations set out in the HMG IA Standards (as set out in Appendix 2 (References)).
- 5.1.4. The Contractor shall comply with its obligations set out in the Security Management Plan. Both the ISMS and the Security Management Plan will, unless otherwise specified by the Authority, aim to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Authority Premises, the Contractor's Premises, the Contractor's systems and any ICT, information and data to the extent used by the Authority or the Contractor in connection with the Contract.
- 5.1.5. The Contractor shall fully review and update the ISMS and Security Management Plan at least Yearly or as requested by the Authority to reflect any:
 - 5.1.5.1. emerging changes in Good Industry Practice;
 - 5.1.5.2. change or proposed change to the Contractor system, the Services and/or associated processes;
 - 5.1.5.3. new perceived or changed security threats, affecting the HMG IA Standard No. 1 & 2 *Risk Assessment and Management Risk*;
 - 5.1.5.4. reasonable request by the Authority;
 - 5.1.5.5. changes to the Accreditation Framework.
- 5.1.6. The Contractor shall provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and update the Security Management Plan, subject to Authority approval, at no additional cost to the Authority. The results of the review should include, without limitation:
 - 5.1.6.1. suggested improvements to the effectiveness of the ISMS;
 - 5.1.6.2. updates to the risk assessments;



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- 5.1.6.3. proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 5.1.6.4. suggested improvements in measuring the effectiveness of controls.
- 5.1.7. The Contractor shall identify Contractor's Staff with the following areas of responsibility:
 - 5.1.7.1. board-level responsibility for information security within the Contractor's organisation;
 - 5.1.7.2. a Security Controller, being a competent person to liaise with the Departmental Security Officer and the Authority's IT Security Officer regarding matters of information security management;
 - 5.1.7.3. information security specialists with the necessary skills and experience to fulfil the requirements of this Contract and those identified in the Security Aspects Letter, such as those in the CCP scheme;
 - 5.1.7.4. administrators with the necessary skills and experience to perform required network security administration activities; and
 - 5.1.7.5. a person or team responsible for assessing the security implications of new technology and evaluating the opportunities presented by new security products and services.
- 5.1.8. The Contractor shall provide appropriate representation, including the Security Controller, at the Security Working Group and relevant sub-groups that are established by the Authority. Security Working Group meetings shall be held as directed by the Authority, but in any event not less than quarterly.
- 5.1.9. The Contractor shall provide secretarial support for every meeting of the Security Working Group, including producing and issuing minutes for agreement by all parties within five (5) Business Days of each meeting, unless otherwise agreed in advance by the Authority.
- 5.1.10. The Contractor shall define an appropriate process for escalation and resolution of security issues involving the Security Working Group for agreement with the Authority's ICT IA Team.



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- 5.1.11. In addition to the audits necessary to maintain ISO/IEC27001 certification, the Contractor shall facilitate security Audits which the Authority will be entitled to carry out on a regular basis and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC27001.
- 5.1.12. If, on the basis of evidence provided by such audits, it is the Authority's reasonable opinion that compliance with the principles and practices of ISO/IEC27001 is not being achieved by the Contractor, then the Authority will notify the Contractor of the same and give the Contractor a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC27001. The ISO/IEC27001 certification body that undertook the current certification should be notified by the Contractor of these non-conformities. If the Contractor does not become compliant within the required time then the Authority has the right to obtain an independent audit against these standards in whole or in part.
- 5.1.13. If, as a result of any such independent audit the Contractor is found to be non-compliant with the principles and practices of ISO/IEC27001 then the Contractor shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Authority in obtaining such audit.
- 5.1.14. The Contractor shall permit the Authority or the Authority's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor (and/or its agents, Subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the Authority to enable the Authority to verify that the Contractor is in full compliance with its obligations under the Contract.
- 5.1.15. Without prejudice to any other right of audit or access granted to the Authority pursuant to this Contract, the Authority and/or the Authority's Representative shall be entitled, at any time and giving a minimum of five (5) Days' notice to the Contractor, to carry out IT Health Checks (including penetration tests) as it may deem necessary in relation to the ISMS and the Contractor's compliance with the ISMS and the Security Management Plan. The Authority may notify the Contractor of the results of such IT Health Checks after completion of each such IT Health Check. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services. If requested by the Authority, the Contractor shall inform the Authority of any potential impact to the Contractor's ability to deliver the Service from running the



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Security Tests. If such Security Tests adversely affect the Contractor's ability to deliver the Services to the agreed Contract Delivery Indicators, the Contractor shall be granted relief against any resultant under-performance for the period of the Security Tests unless the Contractor had been notified prior to the running of the Security Tests and had not raised any potential impacts.

- 5.1.16. Where any Security Test carried out reveals any actual or potential Breach of Security, the Contractor shall promptly notify the Authority of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to the Authority's approval, the Contractor shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements, the change to the ISMS or Security Management Plan shall be at no cost to the Authority.

5.2. Accreditation

- 5.2.1. The Contractor shall ensure, at no additional cost to the Authority, successful Accreditation of the ICT systems provided as part of the Service and continued maintenance of the Accreditation for the life of the contract. Successful Accreditation will be as defined by the Authority's Accreditation Framework, including the defined risk appetite, and arbitrated by CESG.
- 5.2.2. The Contractor shall follow the requirements of the Authority's Accreditation Framework and CESG Implementation Guides.
- 5.2.3. The Contractor shall produce, maintain and deliver an Accreditation Plan to be agreed with the Accreditor in accordance with the timeframe set out in the table in Paragraph 2 (Contractor Documents) of Appendix 2, detailing the Information Assurance Milestones and Deliverables for the Services. All RMADS provided must be developed and provided in accordance with HMG IA Standard No. 1 & 2.
- 5.2.4. The Accreditation Plan shall include target and actual dates for both submission and approval of Information Assurance documents, including RMADS, including forecast dates for documents to support annual re-Accreditation.
- 5.2.5. The Accreditation Plan shall include copies of all Accreditation, testing and audit certificates.



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- 5.2.6. The Contractor shall assist the Authority's Representatives in conducting a HMG IA Standard No. 1 & 2 *Risk Assessment* for all Services in scope at least once every Year.
- 5.2.7. The Contractor shall report to the Authority, security risks in a Risk Register as and when they are identified, in a format according to HMG IA Standard No. 1 & 2 *Risk Assessment*.
- 5.2.8. The Contractor shall develop and maintain a Risk Treatment Plan for all Services in scope throughout the life cycle of the system in agreement with the Authority and in accordance with HMG IA Standard No. 1 & 2 *Risk Assessment*.
- 5.2.9. The Contractor shall document the controls in place in a Baseline Control Set submission to the Accreditor for acceptance in accordance with the timeframe set out in the table in Paragraph 2 (Contractor Documents) of Appendix 2.
- 5.2.10. The Contractor shall demonstrate how the Services meet all Baseline Control Set requirements in line with the relevant level of the Segmentation Model as applicable to each Service, as described in HMG IA Standard No. 1 & 2 *Risk Assessment*.
- 5.2.11. The Contractor shall assist the Authority's Representatives in carrying out a full Privacy Impact Assessment and produce a privacy risk register if required, as an input to the HMG IA Standard No. 1 & 2 Accreditation RMADS Risk Register.
- 5.2.12. The Contractor shall document the controls in place to safeguard personal data as stipulated by the Privacy Impact Assessment, if required.
- 5.2.13. The Contractor shall review the results of each IT Health Check and propose a Risk Treatment Plan for agreement with the Accreditor.
- 5.2.14. The Contractor shall provide evidence of changes made in accordance with the Risk Treatment Plan for agreement with the Accreditor, which may include repeating the CHECK test at the Accreditor's discretion and at the Contractor's cost.
- 5.2.15. The Contractor shall produce Security Cases demonstrating what and how controls are used to mitigate the risks set out in the Technical Risk Assessment and any residual risks.
- 5.2.16. The Contractor shall review the Services' compliance with security policies and standards, and technical compliance on an ongoing basis, and document this review in an RMADS during the Yearly re-Accreditation process.



6. INFORMATION AND EQUIPMENT ASSET MANAGEMENT

6.1. ISO/IEC27001 A.8.1 - Responsibility for Assets

- 6.1.1. The Contractor shall produce and maintain in accordance with the timeframes set out in the table in Paragraph 2 (Contractor Documents) of Appendix 2 an accurate inventory of information, system, hardware and software assets used to deliver the Services (the "**Information Asset Database**" and the "**Equipment Asset Database**" and together the "**Asset Databases**").
- 6.1.2. The Contractor shall provide dated copies of the Asset Databases to Contractor's Staff as stipulated by the Authority.
- 6.1.3. The Contractor shall ensure that the Asset Databases record the Business Impact Level, for Confidentiality, Integrity and Availability for each Asset and any associated Protective Marking.

7. HUMAN RESOURCES SECURITY

7.1. ISO/IEC27001 A.16.1- Management of information Security Incidents and improvements

- 7.1.1. The Contractor shall ensure that all the Contractor's Staff and Sub-Contractors involved in the delivery of the Services to the Authority have current clearances to the BPSS, appropriate to relevant SyOPs and their role as defined in the Security Policy and the SPF.
- 7.1.2. The Contractor shall ensure that ICT System Administrators (or equivalent), system architects and individuals with *advanced privileges* to access Authority data and individuals engaged in the design, delivery or specification of any security enforcing components are cleared to the level of Security Checked as a minimum.
- 7.1.3. Where it is not possible to complete the vetting process (e.g for reasons of residence) the Contractor shall engage with the Authority's IT Security Officer to agree appropriate working practices.
- 7.1.4. The Contractor's appointed Security Controller shall certify to the Authority that the Contractor's Staff hold the appropriate security clearance in accordance with SPF Mandatory Requirement 13. The certification shall:
 - 7.1.4.1. include each individual who has occupied a Contractor's Staff role at any time during the previous six (6) Months;



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- 7.1.4.2. include the name, date of birth, type of clearance and clearance reference number for each Contractor's Staff; and
 - 7.1.4.3. be provided by the Contractor within twenty (20) Business Days of the Commencement Date and at six (6) Monthly intervals thereafter.
 - 7.1.5. The Contractor shall be responsible for ensuring that all relevant individual consents have been obtained prior to the provision of such information to the Authority.
- 7.2. ISO/IEC27001 A.7.2 - During employment
 - 7.2.1. The Contractor shall investigate if evidence comes to light questioning the security clearance of any Contractor's Staff and ensure any issues are brought to the attention of the Authority where security clearance doubts or investigations have been raised, the conclusion and any lessons learnt.
 - 7.2.2. The Contractor shall run a continuous programme of security awareness, education and training for its staff, which forms part of the ISMS. The Contractor shall provide the materials for the security awareness, education and training programme in accordance with the timeframe set out in the table in Paragraph 2 (Contractor Documents) of Appendix 2.
 - 7.2.3. The Contractor shall ensure that all Contractor's Staff and, where relevant, both Sub-Contractors and third party users receive appropriate awareness training and awareness updates in organisational policies and procedures relevant for their job function.
 - 7.2.4. The Contractor shall ensure that all Contractor's Staff holding operational user accounts on Authority systems comply with Authority security training requirements including annual Information Assurance training.
 - 7.2.5. The Contractor shall ensure that all Contractor's Staff are familiar with their responsibilities under the Official Secrets Act 1989, Data Protection Act 1998, and Freedom of Information Act 2000, both in employment and following any termination or change of employment.
 - 7.2.6. The Contractor shall ensure that all Contractor's Staff are trained in the handling of Protectively Marked materials according to the Authority's policies on handling Protectively Marked material.



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- 7.2.7. The Contractor shall ensure that all Contractor's Staff are promptly made aware of any change to the Authority's policies on handling Protectively Marked material that may affect them.
- 7.2.8. The Contractor shall ensure that all Contractor's Staff who have access to personal data, including Contractor's Staff in their supply chain if appropriate, undergo a session of information risk awareness training on induction and annually thereafter.
- 7.2.9. The Contractor shall provide guidance to Sub-Contractor staff at Contractor sites on security issues and HMG Security Policy relevant to the Authority.
- 7.2.10. The Contractor shall ensure that all Contractor's Staff are trained to identify and report social engineering attacks such as phishing.
- 7.2.11. The Contractor shall ensure that selected Contractor's Staff have appropriate qualifications and receive targeted IA education and training where they have:
 - 7.2.11.1. responsibility for managing and maintaining the secure configuration of Authority ICT systems;
 - 7.2.11.2. specific IA management responsibilities; or
 - 7.2.11.3. advanced privileges to access Authority Data.
- 7.3. ISO/IEC27001 A.7.3 - Termination and change of employment
 - 7.3.1. The Contractor shall advise the Authority when any Contractor's Staff have their security clearance removed or expired and not renewed and the Authority will provide a risk management decision.
 - 7.3.2. The Contractor shall ensure that all users and relevant Contractor's Staff return all of the Contractor's and the Authority's information and assets on termination of employment.
 - 7.3.3. The Contractor shall ensure that all users and relevant Contractor's Staff have all of the Contractor's and the Authority's support environment access rights revoked on termination of employment.

8. PHYSICAL AND ENVIRONMENTAL SECURITY

- 8.1. ISO/IES27001 A.11.1 - Secure Areas
 - 8.1.1. The Contractor shall ensure that physical and personnel security procedures applied to Contractor's Sites conform to the Authority's



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security requirements as derived from Security Policy Framework (v7) mandatory requirements Nos. 16-18.

8.1.2. The Contractor shall locate all hosts and network equipment in secure Accredited accommodation commensurate with the Protective Marking of the Assets.

8.1.3. The Contractor shall allow the Authority to audit and assess physical security controls at any Contractor's Sites used for the purpose of providing the Services, to ensure compliance with this Contract.

8.2. ISO/IES27001 A.11.2 - Equipment

8.2.1. The Contractor shall ensure that all information held on system Hardware is securely removed/destroyed and rendered inaccessible, in accordance with HMG IA Standard No. 5, when no longer required.

8.2.2. The Contractor shall, in accordance with the requirements of CAS(T), provide and use a CPNI (formerly SEAP) approved service for the secure de-commissioning and removal of network hardware which has been used to handle Authority Data that has, with the agreement of the Authority, reached the end of its life or is no longer required. Such decommissioning and removal shall be subject to agreement with the Authority Accreditor.

8.2.3. The Contractor shall ensure that all information held on all End User Computing Devices is securely removed/destroyed and rendered inaccessible when no longer required, in accordance with HMG IA Standard No. 5.

8.2.4. The Contractor shall decommission electrical and electronic equipment in compliance with the Waste Electrical and Electronic Equipment Directive (WEEE Directive). When disposing of a system (or media that has been used by the system) that has held personal or sensitive information the CESG standards and guidance must be applied.

9. COMMUNICATIONS AND OPERATIONS MANAGEMENT

9.1. ISO/IES27001 A. 12.1 - Operational procedures and responsibilities

9.1.1. The Contractor shall ensure segregation of duties by privileged users of the Services, to ensure separation of request, approval and processing stages for:

9.1.1.1. account creation



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- 9.1.1.2. changes to user privileges,
 - 9.1.1.3. account deletion
 - 9.1.1.4. access to and processing of Protective Monitoring logs.
- 9.1.2. The Contractor shall ensure that all changes to the Services impacting IT security apply the Integrated Change Procedure and take account of the latest Security Aspects Letter.
- 9.1.3. The Contractor shall propose forthcoming potential changes in Services, technology and threats that may affect the Risk Assessment at least once per Year.
- 9.1.4. The Contractor shall make no change to any existing connection within the production, pre-production, test or development environments, disaster recovery platforms or their network connections nor any new connection from any of those production, pre-production, test and development environments, disaster recovery platforms or network connections to any secure HMG service, the internet or Contractor network without written approval by the Authority.
- 9.1.5. The Contractor shall produce and maintain Standard SyOPs in accordance with HMG IA Standard No. 1 & 2.
- 9.1.6. The Contractor shall produce, issue and maintain SyOPs for all users of the Services setting out the procedural measures that function as protective controls for each user role.
- 9.1.7. The Contractor shall maintain security documentation as records under configuration control including:
 - 9.1.7.1. SyOPs for user, manager and administrator roles;
 - 9.1.7.2. Security Architecture Documentation; and
 - 9.1.7.3. Risk Management & Accreditation Document Sets.
- 9.1.8. The Contractor shall ensure that SyOPs for all roles describe what the user must do to ensure forensic readiness for:
 - 9.1.8.1. document storage;
 - 9.1.8.2. document access;
 - 9.1.8.3. scanning;
 - 9.1.8.4. indexing;



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- 9.1.8.5. retrieval;
 - 9.1.8.6. system administration;
 - 9.1.8.7. backup;
 - 9.1.8.8. archiving; and
 - 9.1.8.9. off-site storage.
- 9.1.9. The Contractor shall implement and maintain a configuration control process which prevents unauthorised changes to the standard build of network devices, end user devices and hosts.
- 9.1.10. The Contractor shall verify Hardware and software configurations against unauthorised changes at least once during any period of twelve (12) Months.
- 9.2. ISO/IES27001 A. 15.2 - Supplier service delivery management
 - 9.2.1. The Contractor shall produce and issue to the Authority in accordance with the timeframe set out in the table in Paragraph 2 (Contractor Documents) of Appendix 2 and every Month thereafter, a report of Key ICT Security Metrics to quantify the target and actual timings for the activities described in the Security Management Plan.
 - 9.2.2. The Contractor shall provide the Authority in accordance with the timeframe set out in the table in Paragraph 2 (Contractor Documents) of Appendix 2 and every three (3) Months thereafter reports describing security controls for the Services, including:
 - 9.2.2.1. the activities of the security awareness, education and training programme;
 - 9.2.2.2. the results from the network discovery and vulnerability scanning exercises;
 - 9.2.2.3. any Breaches of Security; and
 - 9.2.2.4. any residual risks accepted by other customers of the Contractor's services that are shared with the Authority.
 - 9.2.3. Unless otherwise specified in the table in Paragraph 2 (Contractor Documents) of Appendix 2, the Authority will specify when the specific reports as detailed within this Paragraph 6.2 are required in order to align with its mandatory reporting requirements.



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- 9.2.4. The Contractor shall submit reports every three (3) Months after the Commencement Date regarding the activities and outputs of the security awareness, education and training programme to the Authority.
- 9.2.5. The reports must describe programme activities and metrics for:
 - 9.2.5.1. Contractor's Staff beginning work under this Contract;
 - 9.2.5.2. ongoing programme activities for all Contractor's Staff; and
 - 9.2.5.3. targeted activities for selected Contractor's Staff.
- 9.2.6. The Contractor shall provide in accordance with the timeframe set out in the table in Paragraph 2 (Contractor Documents) of Appendix 2 and annually thereafter a report to the Authority on the state of protective security for the Services, including a description of the annual updates to:
 - 9.2.6.1. the ISMS and Security Management Plan;
 - 9.2.6.2. the record of IT Health Check CHECK tests for infrastructure and applications.
- 9.3. ISO/IES27001 A.10.3 - System planning and acceptance
 - 9.3.1. The Contractor shall ensure that Capacity Planning activities are undertaken to forecast future capacity requirements, and to utilise the Integrated Change Procedure in the event of inappropriate capacity being forecast.
 - 9.3.2. The Contractor shall ensure that all software deployed as part of the Services are officially purchased and properly licensed.
 - 9.3.3. The Contractor shall ensure that any open-source software is properly licensed.
- 9.4. ISO/IES27001 A.12.2 - Protection from malware
 - 9.4.1. The Contractor shall ensure that the known signatures for virus and malware protection software are updated within four (4) hours of such update or upgrade being made available (by the product vendor) or on the next occasion that an end point device is connected to the network.
 - 9.4.2. The Contractor shall provide a solution which ensures the system is protected at all times from computer viruses, malware and malicious code. This shall include but not be limited to:



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- 9.4.2.1. provision of antivirus, malware and content scanning of all network traffic passing through a gateway connection (i.e. a connection from the network provided by the Contractor to another network);
- 9.4.2.2. all servers and end point devices have appropriate antivirus and malware detection software installed;
- 9.4.2.3. the solution must identify, log and isolate malicious software (e.g. viruses, macros, dangerous file types, mobile code and spyware); and
- 9.4.2.4. the solution is available and is kept up-to-date.
- 9.4.3. The Contractor shall ensure that the solution conforms to CESA guidance on protection from malicious code (Good Practice Guide 7) with evidence provided to the Authority quarterly through the Security Working Group.
- 9.4.4. The Contractor shall ensure that dangerous file types, such as executables and scripts or password protected files, are not by default allowed via email.
- 9.4.5. The Contractor shall provide a facility to identify, and isolate electronic mail infected by a virus or malware and ensure it is not delivered to the intended recipient.
- 9.4.6. The Contractor shall ensure that virus infections are reported and that escalation procedures are in place to address these as part of Security Incident reporting.
- 9.4.7. The Contractor shall disable the automatic execution of email content.
- 9.4.8. The Contractor shall update all virus and malicious software and code patterns for all IT Assets within four (4) hours of release by the client vendor.
- 9.4.9. The Contractor shall ensure that where macros are used, macro security is set to high.
- 9.4.10. The Contractor shall ensure that the web browser and other web-enabled applications, such as media players do not run in the context of a privileged user.
- 9.4.11. The Contractor shall manage ActiveX controls.
- 9.4.12. The Contractor shall manage Active Content (e.g. JavaScript and VBScript).



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- 9.4.13. Not Used .
- 9.4.14. The Contractor shall provide facilities to inspect all authorised HTTPS traffic for malware and malicious code.
- 9.4.15. Not Used.
- 9.5. ISO/IES27001 A.12.3 - Back-up
 - 9.5.1. The Contractor shall test back-up and off-site storage devices to confirm that Authority Data has been backed-up or recorded as intended and that the restoration process is operational and complete. Physical devices must be tested each Month. Full system restores must be tested Yearly. Failed tests will be re-run at the Contractors expense until success is achieved. Successful restoration will qualify as a test.
 - 9.5.2. The Contractor shall provide mechanisms to backup all Authority information Assets which are part of the Contractor's support contract such that the potential for data loss is aligned to service levels. These include but are not limited to operating systems, applications and configurations, application related data, files and documents, logs and audit trails.
 - 9.5.3. The Contractor shall retain backup data in accordance with the Authority's published backup & restore policy. Where no policy exists the Contractor shall agree with the Authority to implement a backup and restore policy.
 - 9.5.4. The Contractor shall store all data backups at a remote off-site location, ensuring that physical security is appropriate to the Protective Marking of the data and sufficient to meet the Confidentiality requirements of the HMG IA Standard No. 1 & 2 *Technical Risk Assessment in the RMADS*.
 - 9.5.5. The Contractor shall ensure that existing backups and archives adopted under service transition remain accessible and are tested for restoration in order to recover information and data in accordance with retention service levels.
 - 9.5.6. The Contractor shall implement appropriate technical controls and procedural measures to the backup data to a standard as agreed with the Authority, sufficient to meet the Confidentiality requirements of the HMG IA Standard No. 1 & 2 *Technical Risk Assessment in the RMADS*.
 - 9.5.7. The Contractor shall ensure that data backups are sufficient to meet the Integrity and Availability requirements of the HMG IA Standard No. 1 & 2 *Technical Risk Assessment in the RMADS*.



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- 9.5.8. The Contractor shall provide the ability to restore data (following an issue, or accidental data deletion) from backups in line with agreed service levels.
- 9.6. ISO/IES27001 A.13.1 - Network Security Management
 - 9.6.1. The Contractor shall configure End User Computing Devices and network devices in a manner that ensures any facilities that would enable Users to change the configuration of the Hardware or software, and thereby introduce unacceptable security risks, are disabled. The Contractor and the Authority shall agree how End User Computing Devices and network devices will be configured during the development and review of the Standard Device Builds.
 - 9.6.2. The Contractor shall put in place measures to minimise the details of the internal network structure, components and security tools and techniques that are passed outside of the Authority.
 - 9.6.3. The Contractor shall warrant that the core WAN architecture provides full resilience between access PoPs and core network nodes; and between core network nodes.
 - 9.6.4. The Contractor shall ensure that a resilient and authoritative Network Time Source is available across the WAN for all network services that require it.
- 9.7. ISO/IES27001 A.10.7 - Media handling
 - 9.7.1. The Contractor shall ensure that access to removable media is disabled unless there is a business requirement for its use.
 - 9.7.2. The Contractor shall ensure that all removable media is handled in accordance with the SPF and CESG guidance.
 - 9.7.3. The Contractor shall ensure that all removable media must be scanned prior to connection to the system, using an approved and maintained sheep dip service available at each location required at no additional cost to the Authority.
- 9.8. ISO/IES27001 A.13.2 – Information transfer
 - 9.8.1. The Contractor shall comply with the handling of Protectively Marked information as more specifically defined in the SAL and where relevant utilise a secure HMG connection approved by the Authority.
 - 9.8.2. The Contractor shall provide the facility for the mail client or user to add security labels to each email indicating its Protective Marking.



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- 9.8.3. The Contractor shall, within legal constraints, provide facilities for the Authority's authorised personnel to access, retrieve, read and delete any communication that is created on, received through or sent in the electronic mail system.
- 9.8.4. The Contractor shall ensure that the email retention policy caters for the ability to retain a historic log covering the most recent twelve (12) Months of email transactions.
- 9.8.5. The Contractor shall ensure that the messaging system is able to retrieve an email from the log in its entirety within the retention period for the purposes of an investigation even if the email has been deleted after being sent.
- 9.8.6. The Contractor shall configure the security enforcing functions of the messaging system so that only authorised personnel have access to these functions.
- 9.8.7. The Contractor shall ensure that any physical or technical bulk data movements are:
 - 9.8.7.1. the minimum transfer of information necessary to achieve the business purpose;
 - 9.8.7.2. authorised by the Information Asset Owner before data is moved;
 - 9.8.7.3. recorded in an Information Asset movement form;
 - 9.8.7.4. subject to any controls agreed by the Information Asset Owner for:
 - (a) achieving data Integrity during:
 - (i) data extraction;
 - (ii) any transformation to remove sensitive information; and
 - (iii) loading data to the destination system;
 - (b) protecting confidentiality during data transfer through physical protection, encryption, or other technical methods;
 - (c) preventing repudiation of receipt through accounting and audit procedures;



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- (d) erasing or destroying information from any temporary storage device in accordance with HMG IA Standard No. 5; and
- (e) erasing information stored within any temporary storage environment after use.

9.9. ISO/IES27001 A.12.4- Logging and monitoring

- 9.9.1. The Contractor shall operate Protective Monitoring Business Processes and supporting technology to oversee the use of the Services and ensure accountability for the use of the Services.
- 9.9.2. The Contractor shall apply and operate a Protective Monitoring system commensurate with their environment and data processing requirements, in accordance with CESG Good Practice Guide 13 – Protective Monitoring for HMG IT systems, and sufficient to meet the requirements of the HMG IA Standard No. 1 & 2 *Technical Risk Assessment in the RMADS*.
- 9.9.3. The Contractor shall ensure audit logs recording user activities, exceptions and information security events are produced to assist in investigations and access control monitoring and that such logs are made available to the Authority in a timely manner and in accordance with the general provisions of Paragraph 10.2.5 (Management of information Security Incidents and improvements). The retention period for these logs is twelve (12) Months.
- 9.9.4. The Contractor shall specify the Recordable Events and Accounting Items to be logged on all Services in a report to and agreed by the Authority in accordance with the timeframe set out in the table in Paragraph 2 (Contractor Documents) of Appendix 2.
- 9.9.5. The Contractor shall provide logs to the Authority, CESG or CPNI on request.
- 9.9.6. The Contractor shall ensure a consistent time source synchronised to a common time source for all network connected devices and used in all logs captured by the system.
- 9.9.7. If the Authority does not accept the report of Recordable Events and Accounting Items, the Contractor shall rectify this in a manner consistent with CESG guidance on Protective Monitoring (Good Practice Guide 13) in an agreed timescale.
- 9.9.8. The Contractor shall propose targets for measuring the performance of the Protective Monitoring system for all Services, including:



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- 9.9.8.1. time for an event to be processed and centrally recorded;
 - 9.9.8.2. time for completion of initial analysis and the raising and communication of alerts;
 - 9.9.8.3. schedule of auditing and reporting activities and definitions of report content, the schedule is to be agreed with the Authority; and
 - 9.9.8.4. time for investigation of Security Incidents and the securing of associated event data as evidence.
- 9.9.9. The Contractor shall install and manage intrusion detection mechanisms to identify potential attacks, this may include, Host Intrusion Detection Systems(s) (HIDS), Network Intrusion Detection System(s) (NIDS) and Intrusion Prevention System/s (IPS). The Contractor shall specify an architecture, configuration and monitoring schedule for these intrusion detection mechanisms for approval by the Authority.
- 9.9.10. The Contractor shall ensure intrusion detection mechanisms include a signature-based NIDS and HIDS which are updatable. The Contractor shall specify the mechanism for updating these signatures in a timely manner upon release from the product vendor. The update schedule is to be agreed with the Authority.
- 9.9.11. The Contractor shall review all alerts from the intrusion detection mechanisms, for analysis and response.
- 9.9.12. The Contractor shall analyse and respond to all alerts from the intrusion detection mechanisms, to detect actual and attempted breaches of network security including multiple failed attempts to access the network. This must be included as part of the overall Protective Monitoring system provided by the Contractor.
- 9.9.13. The Contractor shall ensure intrusion detection mechanisms monitor intrusions both within the Contractor's domain and connected networks. This must be included as part of the overall Protective Monitoring system provided by the Contractor.
- 9.9.14. The Contractor shall ensure any intrusion detection mechanisms are connected to a one-way (Data-In Nothing-Out) network port so they cannot themselves be used as a compromise point for the network.
- 9.9.15. Network-based intrusion prevention services may require connection inline within the network. In this case, the Contractor shall ensure that the architecture and configuration of any



intrusion detection mechanisms limits access to the management stations to authorised users only.

10. ACCESS CONTROL

10.1. ISO/IES27001 A.9.1 - Business requirements of access control

- 10.1.1. The Contractor shall ensure that only authorised access is permitted to the network, applications or Services.

10.2. ISO/IES27001 A.9.2 - User access management

- 10.2.1. The Contractor shall ensure all directory Events are fully audited.
- 10.2.2. The Contractor shall allocate each user with a unique user ID.
- 10.2.3. The Contractor shall ensure that authentication of each user to the network includes a password that conforms to the Authority's policies and standards.
- 10.2.4. The Contractor shall document and operate a Business Process for granting, updating and revoking access to Services, to be agreed by the Authority.
- 10.2.5. The Contractor shall operate a service to lock and prevent access to an ICT account as soon as possible but within fifteen (15) minutes of a request being raised by telephone.
- 10.2.6. The Contractor shall develop a Password Policy for password generation, composition and management, regarding password size, structure, frequency of change, confidentiality, and recycling or re-use of passwords, standardised with the Authority as far as possible.

10.3. ISO/IES27001 A.9.3 - User responsibilities

- 10.3.1. The Contractor shall manage and operate the use of technology to automatically enforce the Password Policy.
- 10.3.2. The Contractor must ensure all end users positively confirm Yearly their acceptance of the Authority's IT Acceptable Use Policy and that communications sent or received by means of an Authority approved secure HMG network may be intercepted or monitored. An auditable record is to be maintained and made available to the Authority on request.

10.4. ISO/IES27001 A.9.2 - User access management



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- 10.4.1. To support audit and accounting it shall be possible to match activity to a specific network attached device.
- 10.4.2. The Contractor shall implement suitable controls to ensure only authorised devices can connect to the network.
- 10.5. ISO/IES27001 A.9.4 – System and application access control
 - 10.5.1. The Contractor shall ensure that all local and remote network attached devices run a file system supporting access controls that limit access to only the required operations and data.
 - 10.5.2. The Contractor shall, where required by the Authority, apply the Microsoft Government Assurance Pack to relevant Microsoft Operating System (OS) installations.
 - 10.5.3. The Contractor shall apply role-based access control to ensure that users may only access system components and facilities for which they have a legitimate business purpose under their system role.
 - 10.5.4. The Contractor shall develop the Role Based Access Controls to incorporate policy based access controls, such as access channels, end point locations and end point technologies.
- 10.6. ISO/IES27001 A.9.4 – System and application access control
 - 10.6.1. The Contractor shall ensure that only authorised users have access to software. No user will have access to any Software or data on a device or network to which the device is connected until they have been authorised by the Authority.
 - 10.6.2. The Contractor shall implement static IP addresses (even if DHCP is used) to servers.
 - 10.6.3. The Contractor shall ensure wireless networks are configured and operated in compliance with CESG Infosec Manual Y and Authority policies and standards, and be included in the IT Health Check.
 - 10.6.4. The Contractor shall ensure all connections from higher security domains are formally assured.
 - 10.6.5. The Contractor shall install assured gateway/boundary controls, compliant with CESG guidance on network controls (Good Practice Guide 8 and Good Practice Guide 35), between the Contractor's network and any third party network it connects to.
 - 10.6.6. The Contractor shall ensure that Network Address Translation is used.



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- 10.6.7. The Contractor shall ensure that Port Address Translation is used.
- 10.6.8. The Contractor shall ensure that all entry points to the network (LAN and WAN) are controlled and monitored to ensure no unauthorised access is allowed, in accordance with CESG Good Practice Guide 8 - Protecting External Connections to the Internet.
- 10.6.9. The Contractor shall implement suitable controls to ensure only authorised devices are connected to the network and provide capabilities to report on unauthorised devices attempting connection.
- 10.6.10. The Contractor shall install and maintain assured gateway/boundary controls, in line with HMG IA Standard No. 1 & 2.
- 10.6.11. The Contractor shall ensure appropriate controls are applied to users from lower security domains.
- 10.7. ISO/IES27001 A.6.2 - Mobile devices and teleworking
 - 10.7.1. The Contractor shall provide any mobile/remote and/or home working solution in accordance with HMG IA Policy and Guidance (e.g. CESG Good Practice Guide 10 and any other appropriate CESG Good Practice Guide).
 - 10.7.2. The Contractor shall ensure that any use of Portable Electronic Devices will be authorised, managed and configured and operated in accordance with CESG Good Practice Guide.
 - 10.7.3. The Contractor shall ensure that all remote connections are from authorised official and/or managed devices (e.g. not home computers, internet cafes, etc) and records of activity are maintained in line with CESG Good Practice Guide 10 and any other appropriate CESG Good Practice Guide.
 - 10.7.4. The Contractor shall ensure that Personal Firewalls are installed, enabled and subject to configuration management for all remote working devices in line with CESG Good Practice Guide 10 and any other appropriate CESG Good Practice Guide.
 - 10.7.5. The Contractor shall ensure that any Mobile Messaging service and SmartPhone devices are configured securely in accordance with CESG's and the Authority's Policies and standards.
- 11. INFORMATION SYSTEMS ACQUISITION, DEVELOPMENT AND MAINTENANCE**
 - 11.1. ISO/IES27001 A.14.1 - Security requirements of information systems



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- 11.1.1. The Contractor shall design the network service to be compliant with the obligations set forth in the PSN standards, including but not limited to:
 - 11.1.1.1. PSN Operating Model;
 - 11.1.1.2. Government Conveyance Network (GCN) Service Description;
 - 11.1.1.3. Technical Domain Description;
 - 11.1.1.4. Code of Connection;
 - 11.1.1.5. Code of Practice; and
 - 11.1.1.6. Code of Interconnection.
- 11.1.2. The Contractor shall achieve PSN accreditation by the relevant date specified by the Authority and shall maintain such Accreditation for the remainder of the Services Period.
- 11.1.3. The Contractor shall deploy infrastructure in accordance with CESG and industry IA best practice, (for example, *CESG Good Practice Guide 20 – ICT Service Management: Security Considerations*.)
- 11.1.4. All storage and hosting services will be delivered and managed in accordance with IA requirements as defined by the relevant RMADS appropriate to its confidentiality, Integrity and Availability.
- 11.1.5. The Contractor shall align their ISMS data retention policy to the Authority's Policies. Where no policies exist the Contractor shall make recommendations and agree, with the Authority, retention rules based on legal requirements and capacity modelling to support business continuity.
- 11.1.6. The Contractor shall ensure that the messaging system complies with the Authority's Policies and standards.
- 11.1.7. The Contractor shall ensure that the Directory Solution will be configured securely in accordance with the Authority's Policies and standards.
- 11.1.8. The Contractor shall ensure that all End User Computing Devices are configured securely in accordance with the Authority's Policies and standards.



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- 11.1.9. The Contractor shall ensure that End User Computing Client Builds with internet access are implemented in full accordance with the Authority's Policies and Standards.
- 11.1.10. The Contractor shall physically and logically separate facilities for development, test and operational purposes to a level of assurance to be agreed by the Accreditor.
- 11.1.11. The Contractor shall ensure that data processed on test or development networks is wholly synthetic and does not relate to, or originate from any person.
- 11.1.12. During periods of transformation, the Authority's IA requirements of existing systems shall be maintained.
- 11.1.13. The Contractor shall provide and use a system able to communicate, store, transfer and process data from the Authority on a Contractor system and network accredited to handle the Confidentiality, Integrity and Availability impact levels agreed with the Authority.
- 11.1.14. The Contractor shall ensure successful compliance and maintenance of all relevant Codes of Connections, memorandums of Understandings and other compliance requirements as may be required for interconnection to GSi, PSN, NPIA, MINT, etc.
- 11.1.15. At the Commencement Date and following publication of the PSN standards, the Contractor shall immediately publish to the Authority a document detailing the level at which the network service complies with the PSN standards. The format of this shall be agreed with the Authority, however, it is anticipated that it will take the form of a completed PSN Code of Connection.
- 11.1.16. The Contractor shall handle Protectively Marked material, personal data and sensitive personal data in accordance with the Security Policy Framework and the other requirements of this Contract.
- 11.2. ISO/IES27001 A.14.2 – Security in development and support processes
 - 11.2.1. The Contractor shall use suitably qualified and Security Check cleared personnel to review and provide Quality Assurance of any software or software code developed and ensure it is compliant with relevant CESG guidance and Authority Policies on secure coding.
- 11.3. ISO/IES27001 A.10.1 - Cryptographic controls



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- 11.3.1. The Contractor shall comply with all requirements specified in HMG IA standard No.4 – *Management of Cryptographic Systems*.
- 11.3.2. The Contractor shall ensure that data stored at-rest on Mobile End User Computing Devices is encrypted for protection against unauthorised access in accordance with CESG Good Practice Guide 5 - *Securing Data at Rest* and CESG Good Practice Guide 10 - *Remote Working*.
- 11.3.3. The Contractor shall protect data at rest on the remote device, and data in transit, using Authority agreed, baseline encryption, or other encryption that has been approved by CESG to protect data in accordance with Authority agreed requirements.
- 11.4. ISO/IES27001 A.14.2 - Security in development and support processes
 - 11.4.1. The Contractor shall security harden all local and remote attached devices and network infrastructure supporting devices sufficient to meet the requirements of the HMG IA Standard No. 1 & 2 *Technical Risk Assessment in the RMADS*.
 - 11.4.2. The Contractor shall ensure that the execution of unauthorised software is prevented on end user devices using appropriate controls.
- 11.5. ISO/IES27001 A.12.6 - Technical vulnerability management
 - 11.5.1. The Contractor shall manage technical vulnerabilities in line with the Authority policy, the PSN Code of Connections, and any Codes of Connections defined as part of the Services. This may be from information supplied by suppliers, audits, and any other areas as defined within this Schedule 13.
 - 11.5.2. The Contractor shall test all security patches and service packs in an agreed representative testing environment before deploying to the operational environment.
 - 11.5.3. The Contractor shall apply all security patches in a timely manner as defined in a Patch Management Plan that has been agreed with the Authority, in accordance with the Authority's Policies and standards.
 - 11.5.4. The Contractor shall apply recommended workarounds to mitigate risks in the period between a security vulnerability being announced, and the relevant patch or service pack being applied in the operational environment.



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- 11.5.5. The Contractor shall apply security patches and service packs for all "Commercial Off the Shelf" and "Government Off the Shelf" applications within three (3) Months.
- 11.5.6. The Contractor shall apply security patches and service packs determined by the vendor of the Antivirus product to be 'Critical' within seven (7) Days of release for key third party vendor applications (as determined by the Authority from time to time) including but not limited to:
 - 11.5.6.1. Adobe Reader;
 - 11.5.6.2. Adobe Flash;
 - 11.5.6.3. Microsoft Windows;
 - 11.5.6.4. Oracle Java;
 - 11.5.6.5. Sun Java; and
 - 11.5.6.6. any Application that the Authority adds to the list following a GovCertUK advisory notice.
- 11.5.7. The Contractor shall facilitate audits of the application of patches to the agreed maintenance schedule, detailed in Paragraph 11.5.3.
- 11.5.8. The Contractor shall provide a solution which ensures Devices which have not been adequately security patched are prevented from accessing the network. This may include automatic power-down of the Device or network access being disabled.

12. INFORMATION SECURITY INCIDENT MANAGEMENT

- 12.1. ISO/IES27001 A.17.1 – Information security continuity
 - 12.1.1. Unless otherwise defined as part of the incident management policy of Protective Monitoring requirements, the Contractor shall provide to the Authority every Month a report indicating where breaches of the Protective Marking policy have happened.
 - 12.1.2. The Contractor shall ensure that Information Security Incidents are reported through appropriate internal management channels as quickly as possible and in accordance with the Authority's incident policy.
 - 12.1.3. The Contractor shall ensure that User and Management responsibilities are established to ensure quick, effective and orderly reporting of and response to Information Security Incidents.



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- 12.1.4. The Contractor shall implement and maintain a procedure for reporting Information Security incidents to GovCertUK and Comsec Incidents to CINRAS via the Authority.
- 12.1.5. The Contractor shall inform the Authority in line with Security Incident processes, of any unauthorised or attempted unauthorised access to the system.
- 12.1.6. The Contractor shall promptly report to the Authority any incident or information that may affect the suitability of any Contractor staff to hold continued security clearance.
- 12.2. ISO/IES27001 A.16.1- Management of information Security Incidents and improvements
 - 12.2.1. The Contractor shall define and follow processes at system planning and implementation to facilitate forensic readiness.
 - 12.2.2. The Contractor shall allow the Authority the right of forensic investigation using HMG staff or an organisation appointed by the Authority, following a one (1) Day notice period at any time.
 - 12.2.3. The Contractor shall demonstrate adherence to a forensic readiness policy in accordance with CESG Good Practice Guide 18, by applying a structured audit process resulting in a Certificate of Conformity.
 - 12.2.4. The Contractor shall provide Forensic Analysis services as requested by the Authority and in accordance with CESG Good Practice Guide 18.
 - 12.2.5. The Contractor will provide the information and reports as set out in Paragraph 7.9.3 (Monitoring) on an immediate basis to support any Authority investigation or required data request. Where practicable, such information and reports should be provided on a real time basis.

13. BUSINESS CONTINUITY MANAGEMENT

- 13.1. ISO/IES27001 A.17.1 - Information security continuity
 - 13.1.1. The Contractor shall carry out a successful remote failover test for each site not less than once each Year from the anniversary of the site implementation date or as near as possible in agreement with the Authority. Should a failure occur, then re-testing should take place at no additional cost to the Authority.
 - 13.1.2. The Contractor shall maintain an IT Disaster Recovery Plan as part of the BCDR Plan under Schedule 20 (BCDR Plan).



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- 13.1.3. The Contractor shall provide a BCDR Plan which contains a strategy for the whole of their Service provision, and this BCDR Plan will be witness tested once a Year at no additional cost to the Authority.
- 13.1.4. The Contractor's BCDR Plan shall include:
 - 13.1.4.1. system redundancy and resilience;
 - 13.1.4.2. remote access to the Service network devices;
 - 13.1.4.3. single point of failure analysis;
 - 13.1.4.4. projected recovery timescales; and
 - 13.1.4.5. the location and Integrity of configuration, password, operating manuals and other data and knowledge necessary for the continued operation of the Services.

14. COMPLIANCE

- 14.1. ISO/IES27001 A.18.1 - Compliance with legal and contractual requirements
 - 14.1.1. The Contractor shall comply with the provisions relating to the protection of Personal Data as set out in Clause 33.2 (Protection of Personal Data).
- 14.2. ISO/IES27001 A.18.1 – Compliance with legal and contractual requirements
 - 14.2.1. The Contractor shall demonstrate that the technical and non-technical security controls documented within a relevant RMADS are implemented and operating in accordance with this Contract by means of compliance audits when requested by the Authority at any time.
 - 14.2.2. The Contractor shall ensure that products providing security enforcing functionality are certified under the CESG Commercial Product Assurance (CPA) Scheme to the appropriate Grade, where such a product is available.
 - 14.2.3. The Contractor may use products assured under Common Criteria Certification where the vendor has an ongoing assurance continuity programme or an evaluated flaw remediation process, and no suitable CPA products exist, subject to Authority agreement.
 - 14.2.4. The Contractor shall use products assured under the CAPS scheme for cryptographic requirements, where no suitable CAPS products



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exist CPA products may be used, subject to Authority agreement, where such a product is available.

- 14.2.5. The Contractor shall liaise with the Authority to conduct IT Health Checks on a Yearly basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such security tests shall be agreed in advance with the Authority.
- 14.2.6. The Contractor shall agree with the Authority the scope of the IT Health Check in advance of the test, by producing Terms of Reference which reflect the business scope to be assured, as documented in the RMADS, for approval by the Accreditor.
- 14.2.7. The Contractor shall use a wholly independent CHECK "Green Light" service provider for any IT Health Checks.
- 14.2.8. The Authority shall provide the Contractor with an unabridged and unaltered copy of the IT Health Check report at no additional cost to the Authority.
- 14.2.9. The Contractor shall ensure that a wholly independent IT Health Check is performed every twelve (12) Months on all systems unless otherwise agreed by the Authority
- 14.2.10. The Contractor shall undertake regular, at least quarterly, scans of all network devices for the presence of security vulnerabilities.



APPENDIX 1

SECURITY POLICY

1. This Appendix 1 reinforces the principle of information security as defined in Paragraph B3 to Schedule 13 (Security) in the main body of this Schedule 13 (Security). The Contractor shall comply with all the elements of the current and all future versions of the Security Policy Framework, all referenced documents in the SPF as well as the current and all future versions of HMG IA Standards, CESG Good Practice Guides, Implementation Guides and other CESG guidance, unless the Authority's ICT IA Team explicitly approves in writing the non-compliance.
2. The following HMG Information Assurance Standards, current at the Commencement Date, are referenced in this Schedule 13:
 - 2.1. HMG IA Standard Numbers 1 & 2, Information Risk Management;
 - 2.2. HMG IA Standard Numbers 1 & 2, Supplement - Technical Risk Assessment and Risk Treatment;
 - 2.3. HMG IA Standard Number 4 - Management of Cryptographic Systems;
 - 2.4. HMG IA Standard Number 5 - Secure Sanitisation;
 - 2.5. HMG IA Standard Number 7 - Authentication of Internal Users of ICT Systems Handling Government Information
3. This list will not be updated during the Contract Period. All changes to HMG IA standards are listed on the CESG website under "superseded publications". Where documentation is updated, the latest version should be used, in accordance with Paragraph B3 of this Schedule 13.



APPENDIX 2

1. REFERENCES

The following references, current at the Commencement Date, are made in this Schedule 13. References to CESG guidance on HMG documentation will not be updated during the Contract Period to reflect updated or superseded publications. Where documentation is updated, the latest version should be used, in accordance with Paragraph B3. All changes to HMG IA standards are listed on the CESG website under "superseded publications":

REF	DOCUMENT, VERSION, DATE	AUTHOR
	Accreditation Framework	Authority
	Authority's IT Security Policy Framework,	Authority
	Authority Threat Source and Threat Actor Baseline'	Authority
	GSI Code of Connection (CoCo).	CESG
	HMG IA Standard No.4 Management of Cryptographic Systems	CESG
	ISO/IEC 27001 (Information Security Requirements Specification)	ISO
	ISO/IEC27002 (Information Security Code of Practice)	ISO
	Protectively marked material handling guidelines	Cabinet Office
	Privacy Impact Assessments guidance	DACU
	IAS1 & 2 – Information Risk Management - Issue 4.0, October 2012 - (UNCLASSIFIED)	CESG
	IAS1 & 2 supplement - Technical Risk Assessment and Risk Treatment - Issue 1.0, April 2012 - (UNCLASSIFIED)	CESG
	IAS4 - Management of Cryptographic Systems - Issue 5.3, October 2013 - (UNCLASSIFIED) and all thirteen supplements (varying Protective Marking)	CESG
	IAS5 - Secure Sanitisation - Issue 4.0, April 2011 - (UNCLASSIFIED)	CESG



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REF	DOCUMENT, VERSION, DATE	AUTHOR
	IAS7 - Authentication of Internal Users of ICT Systems Handling Government Information - Issue 1.0, October 2010 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 6 - Outsourcing & Offshoring: Managing the Security Risks - Issue 2.1, September 2010 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 7 - Protection from Malicious Code - Issue 1.1, October 2012 - (NPM)	CESG
	CESG Good Practice Guide No. 8 - Protecting External Connections to the Internet - Issue 1.0, March 2009 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 10 - Remote Working - Issue 2.2, September 2012 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 10 - Remote Working Annex – Sensitive Environments - Issue 1.0 December 2009 - (UK SECRET)	CESG
	CESG Good Practice Guide No. 12 - Use of Virtualisation Products for Data Separation: Managing the Security Risks - Issue 2.0, July 2012 - (NPM)	CESG
	CESG Good Practice Guide No. 13 - Protective Monitoring for HMG ICT Systems - Issue 1.7, October 2012 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 14 – Electromagnetic Security - Issue 2.2, April 2014 - (UK SECRET)	CESG
	CESG Good Practice Guide No. 17 - Client System Security - Issue 1.1, October 2012 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 18 - Forensic Readiness - Issue 1.1, September 2012 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 19 - Managing Accreditation - Governance, Structure & Culture - Issue 1.2, April 2010 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 20 - ICT Service Management: Security Considerations - Issue 1.0, October 2009 - (NPM)	CESG



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REF	DOCUMENT, VERSION, DATE	AUTHOR
	CESG Good Practice Guide No. 21 – Video Conferencing – Issue 1.1, February 2013 (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 24 - Security Incident Management - Issue 1.1, November 2012 (NPM)	CESG
	CESG Good Practice Guide No. 26 – Managing the Risks from Thin Client Systems – Issue 1.1, July 2012 (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 27 - Online Social Networking - Issue 1.3, February 2014 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 28 - Improving Information Assurance at the Enterprise Level - Issue 1.2, February 2013 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 29 - ICT Security Aspects of Collaborative Working - Issue 1.0, September 2010 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 30 – Assurance of ICT Systems and Services – Issue 2.0, September 2012 – (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 34 - Scenarios for the Practical Application of IS5 - Issue 1.0, April 2011 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 35 - Protecting an Internal ICT Network - Issue 2.0, August 2011 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 38 - Open Source Software – Exploring the Risk - Issue 1.0, June 2011 - (UNCLASSIFIED)	CESG
	CESG Good Practice Guide No. 40 - The Information Assurance Maturity Model and Assessment Framework - Issue 2.0, November 2012	CESG
	CESG Good Practice Guide No. 42 - Departments Transferring Functions or Merging - Issue 1.1, September 2012	CESG
	CESG Good Practice Guide No. 44 - Authentication Credentials in Support of HMG Online Services – Issue 1.2, May 2013 – (NPM)	CESG
	CESG Good Practice Guide No. 45 – Identify Proofing and Verification of an Individual – Issue 2.2, December 2013 – (NPM)	CESG



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REF	DOCUMENT, VERSION, DATE	AUTHOR
	CESG Good Practice Guide No. 46 – Organisation Identity – Issue 1.0, October 2013 – (NPM)	CESG
	CESG Good Practice Guide No. 47 – Information Risk Management – Issue 1.0, April 2012 – (NPM)	CESG
	CESG Good Practice Guide No. 53 – Transaction Monitoring for HMG Online Service Providers – Issue 1.0, April 2013 (NPM).	CESG

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2. CONTRACTOR DOCUMENTS

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

REF	DOCUMENT	INITIAL DELIVERY DATE	UPDATE CYCLE
	Security Management Plan	Within twenty (20) Business Days after the Commencement Date	As required by the Accreditor at the Security Working Group meetings and at least reviewed and approved every twelve (12) Months and upon a security relevant system change.
	ISMS	Certified within twelve (12) Months after the Planned Service Commencement Date	Recertified every twelve (12) Months

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REF	DOCUMENT	INITIAL DELIVERY DATE	UPDATE CYCLE
	Accreditation Plan	Prior to the planned Service Commencement Date	As required by the Accreditor at the Security Working Group meetings and at least reviewed and approved every twelve (12) Months or upon a security relevant system change
	Baseline Control Set submission	Prior to the planned Service Commencement Date	Reviewed and approved at least every twelve (12) Months as well as in response to any change in the MoJ Threat Assessment or Risk Treatment Plan or upon the occurrence of a security relevant system change

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REF	DOCUMENT	INITIAL DELIVERY DATE	UPDATE CYCLE
	RMADS	Signed off within six (6) Months after the planned Service Commencement Date	As required by the Accreditor at the Security Working Group meetings and at least reviewed and approved every twelve (12) Months.
	Recordable Events and Accounting Items	Within twenty (20) Business Days after the Commencement Date	Every six (6) Months
	Certification of Contractor's Staff clearance details	Within twenty (20) Business Days after the Commencement Date	Every six (6) Months
	CHECK test, Risk Treatment Plan and Yearly report on CHECK tests	Within three (3) Months after the Commencement Date	At least every twelve (12) Months or on the occurrence of a significant system change as determined by the Accreditor
	Report of key ICT security metrics	Within three (3) Months after the Commencement Date	Monthly
	Information Asset database	Within three (3) Months after the Commencement Date	Monthly

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REF	DOCUMENT	INITIAL DELIVERY DATE	UPDATE CYCLE
	Equipment Asset database	Within three (3) Months after the Commencement Date	Monthly
	Materials for the security awareness, education and training programme	Within three (3) Months after the Commencement Date	Every twelve (12) Months
	Quarterly reports on the progress of the security awareness, education and training programme	Within three (3) Months after the Commencement Date	Every three (3) Months
	Quarterly reports from the network discovery exercise	Within three (3) Months after the Commencement Date	Every three (3) Months



3. LEGISLATION

The following is a list of non-exhaustive applicable Legislation for this Schedule 13 as at the Commencement Date:

LEGISLATION
Official Secrets Acts 1911 to 1989
Data Protection Act 1998
Environmental Information Regulations 2004
Freedom of Information Act 2000
Waste Electrical & Electronic Equipment Directive 2002 (WEEE)
The Offender Management Act 2007
Human Rights Act 1998
The Computer Misuse Act 1990
The Copyright, Designs and Patents Act 1988
The Regulation of Investigatory Powers Act 2000 (RIPA)
The Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000
Employment Rights Act 1996
Children Act 2004
Disability Discrimination Act 2005
Equality Act 2010
Public Records Act 1967
Criminal Justice Act 2003
Asylum and Immigration (Treatment of Claimants) Act 2004
Legal Aid Sentencing and Punishment of Offenders Act 2012
Terrorism Prevention Investigation Measures Act 2011



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Bail Act 1976



APPENDIX 3

CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY UNDERTAKING TO BE COMPLETED BY EACH RELEVANT EMPLOYEE

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

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

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

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

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

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

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



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

SIGNED:

Surname: _____

Forenames: _____

Date of Signature: _____

Contractor's Name: [CONTRACTOR]



ANNEX TO APPENDIX 3

EXTRACT FROM THE OFFICIAL SECRETS ACT 1989

Section 4: Crime and special investigation powers

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

Section 8: Safeguarding of information

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



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Meaning of "government contractor" and "disclose"

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



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SCHEDULE 14

EQUALITY



PART A: EQUALITY REQUIREMENTS

1. The Contractor shall not (and shall procure that each Sub-Contractor shall not) unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any other legislation relating to discrimination or equality in employment or the provision of the Services. The Contractor will also advance equality of opportunity and foster good relations within the meaning of the Equality Act 2010.
2. During the Contract Period the Contractor shall be responsible for the compliance and maintenance by it and each Sub-Contractor of policies to ensure that they comply with the Contractor's and the Authority's obligations under equal opportunity legislation from time to time in force including the Equality Act 2010 and the public sector equality duty contained within the Equality Act 2010.
3. The Contractor shall (and shall procure that each Sub-Contractor shall) provide promptly such information and assistance as the Authority may reasonably request for the purpose of compliance by the Authority of its obligations under equal opportunity legislation from time to time in force and/or assessing the Contractor's or any of the Sub-Contractors' compliance with the obligations under this Part A of Schedule 14.
4. The Contractor agrees to reflect this Part A of Schedule 14 in any Sub-Contract (and to procure that its Sub-Contractors do so in any sub-contract) to satisfy the requirements of this Contract.
5. The Contractor shall take all reasonable steps to ensure the observance of this Part A of Schedule 14 by the Contractor's Staff and shall procure that each Sub-Contractor do the same in respect of their employees or agents.
6. The Contractor shall nominate, as soon as reasonably practicable following the Commencement Date, an individual who will be responsible for managing and promoting equality and diversity in respect of the Contractor's Staff and the Services and for the implementation of all equality and diversity arrangements and the monitoring and reporting of the Contractor's and each Sub-Contractor's compliance with this Part A of Schedule 14.
7. On request, the Contractor shall provide a report to the Authority which shall include:
 - 7.1 a breakdown of the protected characteristics (as defined in the Equality Act 2010) possessed by the Contractor's Staff and (where available) the Subjects that they manage, including the racial make-up, the religious make-up, the age profile, the proportion of persons that are pregnant or on maternity, the proportion of persons that are married or in civil partnership, the proportion of persons with disabilities and the sex, gender reassignment and sexual orientation breakdown of the Contractor's Staff and (where available) the Subjects that they manage;



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- 7.2 details of any complaints and/or investigations in relation to equality and diversity and details of any action taken;
 - 7.3 any allegations of discrimination and/or harassment relating to race, sex, age, disability, religion or belief, sexual orientation, marital or civil partnership status, pregnancy, maternity, gender reassignment or otherwise;
 - 7.4 details of training provided by the Contractor and each Sub-Contractor to the Contractor's Staff in relation to equality and diversity;
 - 7.5 details of recruitment during the period covered by the report;
 - 7.6 details and copies of any equality statements prepared by the Contractor and each Sub-Contractor. The Authority shall be entitled at its sole discretion to publish copies of such assessments on the internet; and
 - 7.7 details of any claims, the outcome of any claims and any recommendations made by an employment tribunal or other forum.
- 8. The Contractor shall, by the date set out in the Mobilisation Plan, prepare for acceptance by the Authority an equality statement based on the equalities plan set out in Part B of this Schedule 14 and in accordance with the equality statement in relation to the EM Services that will be published by the Authority following the Commencement Date.
- 9. The Contractor shall, twelve (12) Months after the Commencement Date and on each twelve (12) Month anniversary of such date, submit a report to the Authority (or, upon request, to the relevant Related Organisation) demonstrating its and its Sub-Contractors' compliance with this Part A of Schedule 14 and its proposals in respect of equality and diversity for the following twelve (12) Months.
- 10. The Contractor shall provide the Authority (or, upon request, to the relevant Related Organisation) with equality statements as and when they are completed. The Authority and Related Organisations shall be entitled at its sole discretion to make such equality statements available to the public.
- 11. If, in the reasonable opinion of the Authority, the Contractor or a Sub-Contractor fails to comply with this Part A of Schedule 14, the Contractor shall (and shall procure that each Sub-Contractor shall) co-operate fully with the Authority to remedy such non-compliance, provided that the Authority reserves the right to report any non-compliance to any Relevant Authority.
- 12. Where any investigation is undertaken by a Relevant Authority and/or proceedings are instituted in accordance with any matter relating to the Contractor's or any Sub-Contractor's obligations set out in this Part A of Schedule 14, the Contractor shall (and shall ensure that each of its Sub-Contractors shall):
 - 12.1 provide any information requested in the timescale allotted;



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- 12.2 attend and permit members of the Contractor's Staff to attend any meetings as required;
 - 12.3 allow itself and any member of the Contractor's Staff to appear as witnesses in any ensuing proceedings; and
 - 12.4 co-operate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation and/or proceedings.
- 13. If there is any finding of any unlawful discrimination (whether in relation to race, sex, age, disability, religious belief, sexual orientation, pregnancy, gender reassignment, maternity, marital or civil partnership status or otherwise) against the Contractor or any of its Sub-Contractors, the Contractor shall (and shall procure that each Sub-Contractors shall):
 - 13.1 take all reasonable steps to eliminate such unlawful discrimination and shall otherwise comply with all the requirements and recommendations of such Relevant Authority; and
 - 13.2 as soon as reasonably practicable, provide the Authority and, upon request, the relevant Related Organisation with details of such requirements and (if any) recommendations and the remedial steps to be taken by the Contractor and/or any Sub-Contractor.
- 14. The Contractor shall (and shall procure that each of its Sub-Contractors shall) cooperate fully and promptly with any requests made by the Equality and Human Rights Commission (or any other body with statutory powers to deal with equality issues).



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PART B: EQUALITIES PLAN



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Electronic Monitoring and Mapping Contractor - Schedule 14 - Equality Impact Assessment

Version: 1.2 (Draft)

Date: 13/02/2014

Prepared by:
REDACTED





**Contract For The Provision Of Electronic Monitoring and
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Change Control

Version	Date	Section	Comments
1.1	04/11/2013	All	Electronic Monitoring and Mapping Contractor First draft
1.2	13/02/2014	All	Electronic Monitoring and Mapping Contractor update



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A. INTRODUCTION

This document comprises three sections:

- Section A Introduction
- Section B HR Policy
- Section C Equality Impact Assessment

Section A is this section.

Section B comprises HR Policy

Section C comprises is the Equality Impact Assessment and is based on the structure and content of the Equality Impact Assessment (EIA) document provided by the Authority on 5th November 2012. The Authority's EIA has a two stage process which is also reflected here.

This EIA document constitutes an initial draft that has been prepared for review by and discussion with the Authority. A more detailed version will be prepared, in conjunction with the Authority, following feedback from the Authority and the final EIA agreed prior to Target Service Commencement Date.



B. Electronic Monitoring and Mapping Contractor Equal Opportunities Policy

TITLE: EQUAL OPPORTUNITIES

DATE OF ISSUE: November 2012

POLICY OWNER: REDACTED

1.1 DESCRIPTION

This policy sets out the Company's commitment to equal opportunities and pay.

1.2 PRINCIPLES

The Company is fully committed to the principle of equal opportunities in employment and recruitment and opposes all forms of unlawful or unfair discrimination including those on grounds of:

- Age
- Disability
- Gender
- Gender identity
- Race
- Religion or belief
- Sexual orientation

The Company aims to treat all employees with dignity and respect and provide a working environment free from discrimination.

1.3 POLICY, STATEMENT AND OBJECTIVES

Electronic Monitoring and Mapping Contractor ("the Company") is committed to achieving a working environment which provides equality of opportunity and freedom from unlawful discrimination on the grounds of race, sex, pregnancy and maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation. This Policy aims to remove unfair and discriminatory practices within the Company and to encourage full contribution from its diverse community. The Company is committed to actively opposing all forms of discrimination.



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The Company also aims to provide a service that does not discriminate against its clients and customers in the means by which they can access the services and goods supplied by the Company.

The Company believes that all employees and clients are entitled to be treated with respect and dignity.

Objectives of this Policy

To prevent, reduce and stop all forms of unlawful discrimination in line with the Equality Act 2010. To ensure that recruitment, promotion, training, development, assessment, benefits, pay, terms and conditions of employment, redundancy and dismissals are determined on the basis of capability, qualifications, experience, skills and productivity.

REDACTED

1.4 DEFINITION OF DISCRIMINATION

Discrimination is unequal or differential treatment which leads to one person being treated more or less favourably than others are, or would be, treated in the same or similar circumstances on the grounds of race, sex, pregnancy and maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation. Discrimination may be direct or indirect.

Types of Discrimination.

Direct Discrimination

This occurs when a person or a policy intentionally treats a person less favourably than another on the grounds of race, sex, pregnancy and maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation.

Indirect Discrimination

This is the application of a policy, criterion or practice which the employer applies to all employees but which is such that:

- It is detrimental to a considerably larger proportion of people from the group that the person the employer is applying it to represents;
- The employer cannot justify the need for the application of the policy on a neutral basis; and
- The person to whom the employer is applying it suffers detriment from the application of the policy.

Example: A requirement that all employees must be 6ft tall if that requirement is not justified by the position would indirectly discriminate against employees with an oriental ethnic origin, as they are less likely to be able to fulfil this requirement.

Harassment



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This occurs when a person is subjected to unwanted conduct that has the purpose or effect of violating their dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.

Victimisation

This occurs when a person is treated less favourably because they have brought or intend to bring proceedings or they have given or intend to give evidence.

1.5 Unlawful Reasons for Discrimination

Sex

It is not permissible to treat a person less favourably on the grounds of sex, marital status, civil partnership, pregnancy or maternity, gender reassignment or transgender status. This applies to men, women and those undergoing or intending to undergo gender reassignment. Sexual harassment of men and women can be found to constitute sex discrimination.

Example: Asking a woman during an interview if she is planning to have any (more) children constitutes discrimination on the ground of gender.

Age

It is not permissible to treat a person less favourably because of their age. This applies to people of all ages. This does not currently apply to the calculation of redundancy payments.

Disability

It is not permissible to treat a disabled person less favourably than a non-disabled person. Reasonable adjustments must be made to give the disabled person as much access to any services and ability to be employed, trained, or promoted as a non-disabled person.

Race

It is not permissible to treat a person less favourably because of their race, the colour of their skin, their nationality or their ethnic origin.

Sexual Orientation

It is not permissible to treat a person less favourably because of their sexual orientation. For example, an employer cannot refuse to employ a person because s/he is homosexual, heterosexual or bisexual.

Religion or Belief

It is not permissible to treat a person less favourably because of their religious beliefs or their religion or their lack of any religion or belief.

Reasonable Adjustments

The Company has a duty to make reasonable adjustments to facilitate the employment of a disabled person. These may include:

- Making adjustments to premises;
- Re-allocating some or all of a disabled employee's duties;



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- Transferring a disabled employee to a role better suited to their disability;
 - Relocating a disabled employee to a more suitable office;
 - Giving a disabled employee time off work for medical treatment or rehabilitation;
 - Providing training or mentoring for a disabled employee;
 - Supplying or modifying equipment, instruction and training manuals for disabled employees;
- or
- Any other adjustments that the Company considers reasonable and necessary provided such adjustments are within the financial means of the Company.
- If an employee has a disability and feels that any such adjustments could be made by the Company, they should contact the Designated Officer.

1.6 Responsibility for the Implementation of this Policy

All employees, subcontractors and agents of the Company are required to act in a way that does not subject any other employees or clients to direct or indirect discrimination, harassment or victimisation on the grounds of their race, sex, pregnancy or maternity, marital or civil partnership status, gender reassignment, disability, religion or beliefs, age or sexual orientation.

The co-operation of all employees is essential for the success of this Policy. Senior employees are expected to follow this Policy and to try to ensure that all employees, subcontractors and agents do the same.

Employees may be held independently and individually liable for their discriminatory acts by the Company and in some circumstances an Employment Tribunal may order them to pay compensation to the person who has suffered as a result of discriminatory acts.

The Company takes responsibility for achieving the objectives of this Policy, and endeavours to ensure compliance with relevant Legislation and Codes of Practice.

Acting on Discriminatory Behaviour

In the event that an employee is the subject or perpetrator of, or witness to, discriminatory behaviour, please refer to the Company disciplinary and grievance procedures.

Advice and Support on Discrimination

Employees may contact their employee or trade union representative if access to such an individual is possible.



C. EQUALITY IMPACT ASSESSMENT

Stage 1 – Initial Screening

The first stage of conducting an EIA is to screen the policy to determine its relevance to the various equalities issues. This will indicate whether or not a full impact assessment is required and which issues should be considered in it. The equalities issues that should be considered in completing this screening are:

- Race
- Gender
- Gender identity
- Disability
- Religion or belief
- Sexual orientation
- Age

Following the passing of the Equality Act 2010 the EMFS Contractor and Electronic Monitoring and Mapping Contractor screening will cover all nine protected characteristics¹, namely:

Age

Where this is referred to, it refers to a person belonging to a particular age (e.g. 32 year olds) or range of ages (e.g. 18 - 30 year olds).

Disability

A person has a disability if s/he has a physical or mental impairment which has a substantial and long-term adverse effect on that person's ability to carry out normal day-to-day activities.

Gender reassignment

The process of transitioning from one gender to another.

Marriage and civil partnership

Marriage is defined as a 'union between a man and a woman'. Same-sex couples can have their relationships legally recognised as 'civil partnerships'. Civil partners must be treated the same as married couples on a wide range of legal matters.

¹ The definitions given are provided by the Equality and Human Rights Commission



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Pregnancy and maternity

Pregnancy is the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth, and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.

Race

Refers to the protected characteristic of Race. It refers to a group of people defined by their race, colour, and nationality (including citizenship) ethnic or national origins.

Religion and belief

Religion has the meaning usually given to it but belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally, a belief should affect your life choices or the way you live for it to be included in the definition.

Sex

A man or a woman.

Sexual orientation

Whether a person's sexual attraction is towards their own sex, the opposite sex or to both sexes.

Aims

What are the aims of the policy?

Electronic Monitoring and Mapping Contractor shall provide the Monitoring and Mapping elements of the EM Service required to electronically monitor all Subjects notified to it by the Authority, any Notifying Organisation or any Related Organisation. Electronic Monitoring and Mapping Contractor shall act as the EM Monitoring and Mapping Contractor. The main functions of the Company's role as EM Monitoring and Mapping Service contractor within the electronic monitoring contracts are to support the following:

- provide electronic monitoring of curfew conditions imposed by the courts as either a standalone disposal, as part of a multi-requirement community order or as a condition of bail (including a relatively small number bailed to the Bail Accommodation & Support Service) ;
- provide for electronic monitoring of curfew licence conditions of prisoners released from prisons under Home Detention Curfew (HDC) Detention and Training Orders or MAPPA arrangements
- provide alternative attendance monitoring technology and associated service for the monitoring of young people and UKBA subjects introduced since 2001.



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- provide for electronic monitoring of curfews and location of a small number of individuals considered to be of high risk to national security who are made subject to TPIM notices imposed by the Home Secretary or as a condition of bail imposed by the Special Immigrations Appeals Commission (SIAC) court.
- To have the facility to provide location monitoring for the management of exclusion requirements and possibly as a more cost effective solution to manage curfew requirements if combined with other technology.
- To provide location monitoring of whereabouts of an offender subject to a community order (NB Legal provision for this is imminent and currently being prepared)

Effects

What effects will the policy have on staff, offenders or other stakeholders?

Ultimately the desired outcome will focus Electronic Monitoring and Mapping Contractor toward compliance of all key legislation and to the needs of the ultimate end user, the subject of the electronic monitoring order. Compatibility must also focus on the key values and principles required by Key Stakeholders. Such ambitions should be followed seamlessly by the Electronic Monitoring and Mapping Contractor, as an extension to the service. Electronic Monitoring and Mapping Contractor will present robust solutions to achieve compliance which can be monitored post implementation through the contract management process owned by the Contracted Services and Probation Group via the contract management process.

Offenders/subjects:

The main purpose of electronic monitoring is to provide a system whereby subjects can be spared custody and remain at home, while being monitored remotely by Electronic Monitoring and Mapping Contractor and the other suppliers on behalf of the criminal justice system.

Offenders may not have had previous experience of being subject to electronic monitoring which should be taken into account. There will be issues in relation to cultural and language complications, maturity and understanding and the Service Providers must take into account any religious and cultural beliefs, as well as race, ethnicity, gender and disability factors. (In the case of younger subjects these considerations also apply in regard to parents/carers).

While Electronic Monitoring and Mapping Contractor has no access to subject information the design of the Monitoring and Mapping solution will be such as not to discriminate against any disadvantaged or vulnerable people wherever practicably possible.

Staff:

Electronic Monitoring and Mapping Contractor will be responsible for the recruitment, selection, training and personnel management of its staff including those that are



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transferred to Electronic Monitoring and Mapping Contractor under TUPE. Electronic Monitoring and Mapping Contractor has in place a Equal Opportunities Policy for ensuring that recruitment reflects the diversity of the population from which Company's staff are recruited and that respects equal opportunities.

Electronic Monitoring and Mapping Contractor understands there may be a requirement to have in place and implement a policy in line with Prison Service Instruction 42/2001 on Staff Membership of Racist Groups and Organisations and any later amendments. Electronic Monitoring and Mapping Contractor understands that any training must be compliant with the standards of the Authority and must evidence how training will incorporate the needs of particular groups covered by any relevant equality legislation particularly those relating to the safeguarding of young people. This will also apply to any staff sub-contracted by Electronic Monitoring and Mapping Contractor. It isn't envisaged that Company's operational staff will come into daily contact with subjects and their families.

Stakeholders:

There are a large number of stakeholders involved in this service. The main stakeholders are:

- Her Majesty's Court Service
- National Offender Management Service
- Youth Justice Board
- United Kingdom Borders Agency (UKBA)
- Home Office OSCT
- Staff employed to deliver the EM Service
- EM Lot Provider for Lots 1 – 4
- Sub-contractors

Other stakeholder groups include (but not limited to):

- NOMS Equalities Group
- NOMS Independent Equalities Advisory Group
- NOMS Women's Group
- MoJ Policy Groups
- Police Service



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- Youth offending teams (YOTs)
- Local Authorities

Evidence

Is there any existing evidence of this policy area being relevant to any equalities issue?

Identify existing sources of information about the operation and outcomes of the policy, such as operational feedback (including local monitoring and impact assessments)/Inspectorate and other relevant reports/complaints and litigation/relevant research publications etc. Does any of this evidence point towards relevance to any of the equalities issues?

Electronic Monitoring and Mapping Contractor has been advised of the following information from existing contractors:

Race/Ethnicity: The service will cover all races and ethnic groups.

Data from the existing contractors for both provider, on use of EM by ethnicity, gender and age for the financial year 2011/12, is set out below.

Ethnicity is grouped into the 16+1 categories used in the 2001 census.

Ethnicity	New starts	%
White-British	66351	62.8
White-Irish	713	0.7
White-Other	1904	1.8
Black-Caribbean	2080	2.0
Black-African	1499	1.4
Black-Other	1508	1.4
Asian-Indian	598	0.6
Asian-Pakistani	1592	1.5
Asian-Bangladeshi	490	0.5
Asian-Other	1186	1.1
Mixed-White and Black Caribbean	1136	1.1
Mixed-White and Black African	172	0.2
Mixed-White and Asian	117	0.1
Any other mixed background	312	0.3
Chinese	89	0.1
Other	1113	1.1
Not stated/not known	24726	23.4



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ALL

Gender	Total	
Female	13381	12.7
Male	92205	87.3
Grand Total	105586	

ALL

Under 18/Over 18	Total	Break ages into bandings
Juvenile	14524	13.8
Adult	91062	86.2
Grand Total	105586	

Disability:

There is no contractual requirement to report data on subjects who may have disabilities within the existing EM contracts. This will become a reporting requirement under the new contracts. Provision will be made within the service for alternative means of monitoring disabled subjects who are unable to wear an ankle tag and those young people considered to have learning difficulties (who may not fully understand requirements and processes such as charging of equipment)

Sexual orientation/gender identity:

There is no information available on the issue from the existing EM contracts. It is recognised as good practice to arrange to have the fitting of any tag carried out by a member of staff of the same sex as the subject. In terms of a subject undergoing gender reassignment the ankle tag will be fitted by a member of staff of the same sex as the subject is at that stage of their reassignment.

Age:

This service provides for both adult and juvenile/young people. The age of subjects is recorded and will be broken down into age bands for the purpose of monitoring.

Religion:

There is the potential for people to have a religious objection to the application of an electronic tag. This has to be addressed in any service provision through the contract. There has been an occasion where a subject requested that staff remove their shoes before entering the room where the monitoring unit was to be placed because that was where he prayed. Another potential area of conflict is subjects who are wearing burkhas or hijabs. Careful consideration will need to be given to how a tag will be applied to these



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subjects, but also, how their identity will be confirmed without causing offence. Suppliers must have protocols in place to manage these situations sensitively and appropriately.

Race/ethnicity:

The table on page 6 shows that race or ethnicity information is not always recorded. As the figures detailed show 23.4% of subjects either do not declare their race or ethnicity or it is not recorded at source. Future contracts will remedy this so that data held is complete and can inform future developments. The provider will be required under the contract to have translation services available and the written information in a range of common languages.

An issue that has arisen is that there is a perception that Gypsy/Roma people suffer detriment if they live in accommodation that does not allow for the installation of a phone line (caravans/mobile homes). There is anecdotal evidence that gypsies and Roma people are being denied 'tagging' for this reason. Investigation shows that this is not the case because the tags are monitored by radio waves and there is no requirement for a phone line in the accommodation. Perceptions such as this need to be addressed so that false concerns are not raised affecting the credibility of the process.

The current service providers keep a log of all complaints, the log provided by one contractor shows no complaints being received that are related to equalities issues. The vast majority of complaints are either issues around equipment not working or concerns around violations that have been recorded against subjects. None raise concerns around equality issues.

Stakeholders and feedback

Describe the target group for the policy and list any other interested parties. What contact have you had with these groups?

The target group for this service are prisoners being released from prison under Home Detention Curfew, people released on curfew monitoring and bail by the courts and people subject to the Special Immigration Appeals Commission. High risk TPIM subjects are also monitored on behalf of the Home Office OSCT.

The official bodies are represented on the project, currently there has been no contact with people who have been subject to tagging both currently and in the past.

Phase 1 of the Project covered the development of a high level specification through a process of consultation with key stakeholders, in face to face meetings and electronically, to consider future business requirements. Phase 2 of the Project covers the commercial competition and procurement phase. A number of meetings were held with the various bidders (including Electronic Monitoring and Mapping Contractor) to help them develop their solutions and to understand the service required. Key stakeholders were present at these meetings and contributed to the discussions. The specifications were finalised prior



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to the issue of the Invitation to negotiate phase in September/October 2012. The initial EIA process took the following approach.

- National Offender Management Service/HM Prison Service
- Her Majesty's Court Service
- Youth Justice Board
- United Kingdom Borders Agency (UKBA)
- NOMS Equalities Group
- NOMS Independent Equalities Advisory Group
- NOMS Women's Group
- NOMS Young Peoples Group
- Police Service
- Home Office OSCT
- MoJ Policy Groups
- Youth offending teams (YOTs)
- Local Authorities
- Staff employed to deliver the EM Service
- EM lot Providers for Lots 1-4
- Sub-contractors.

Do you have any feedback from stakeholders, particularly from groups representative of the various issues, that this policy is relevant to them?

The Youth Justice Board have concerns around the potential for the new service to cause a detriment for their subjects if the procured solution results in a larger heavier ankle tag. There is the potential for some women to also suffer a detriment should the tags be larger and heavier. This is being addressed through the negotiation process and the bidders have been required to produce smaller, lighter units against a stricter requirement that has been agreed with all stakeholders.

All key stakeholders, HMCTS, NOMS, MoJ Policy Groups, Police, Probation, Home Office OSCT, YJB and UKBA have all contributed to the development of the specifications so that they best reflect their requirements.

Subjects' interests have been reflected by groups such as the YJB, Home Office, Probation and UKBA. The Contract Management team within Probation and Contracted



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services group have also reflected the interests of subjects based on their experience of managing the current contracts.

Equalities Groups have assisted in the drafting of this document.

Impact

Could the policy have a differential impact on staff, prisoners, visitors or other stakeholders on the basis of any of the equalities issues?

There is the potential for differential treatment on the grounds of disability, race, religion or ethnicity. This EIA and the ensuing specifications and competitive dialogue process should address these issues and ensure that Electronic Monitoring and Mapping Contractor will have protocols in place to support the Ministry of Justice in reducing or eradicating the potential for discrimination.

Local discretion

Does the policy allow local discretion in the way in which it is implemented? If so, what safeguards are there to prevent inconsistent outcomes and/or differential treatment of different groups of people?

Electronic Monitoring and Mapping Contractor will determine the implementation of the service in terms of how they resource, manage and deliver the monitoring process, within the constraints of the specifications, requirements and contractual obligations of the EM Monitoring and Mapping Service provider. Electronic Monitoring and Mapping Contractor has no discretion as to who is tagged as that is a decision for the courts, prison or other government dept. Courts have discretion around who they allow to be bailed on EM or who should be subject to EM as part of a community penalty. Subjects being released on HDC are subject to a standard risk assessment process to determine whether they should be granted release. HDC figures are monitored as part of local equality management processes and the figures are collated centrally by suppliers. All young people are subject to strict safeguarding policy and legislation

The service will be monitored through a range of contract delivery indicators, key performance indicators and contractual tools so as to ensure that Electronic Monitoring and Mapping Contractor and the other providers are delivering the service to the required standard and that they are not breaching MoJ policies and protocols.

Summary of relevance to equalities issues

Protected Characteristic	Yes/No	Rationale
Race	Yes	Staff: We have an aspiration that the workforce is representative of the Local and National Demographics.



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		<p>Subjects: It isn't envisaged that Electronic Monitoring and Mapping Contractor's operational staff will come into daily contact with subjects and their families.</p> <p>Other Stakeholders: It is unlikely that there will be any adverse impact applicable to Stakeholders as a result of the Monitoring and Mapping Solution.</p>
Gender (including gender identity)	Yes	<p>Staff: We have an aspiration that the workforce is representative of the Local and National Demographics.</p> <p>Subjects: It isn't envisaged that Electronic Monitoring and Mapping Contractor's operational staff will come into daily contact with subjects and their families.</p> <p>Other Stakeholders: It is unlikely that there will be any adverse impact applicable to Stakeholders as a result of the Monitoring and Mapping Solution.</p>
Disability	Yes	<p>Staff: We have an aspiration that the workforce is representative of the Local and National Demographics.</p> <p>Subjects: It isn't envisaged that Electronic Monitoring and Mapping Contractor's operational staff will come into daily contact with subjects and their families.</p> <p>Other Stakeholders: It is unlikely that there will be any adverse impact applicable to Stakeholders as a result of the Monitoring and Mapping Solution.</p>
Religion or belief	Yes	<p>Staff: We have an aspiration that the workforce is representative of the Local and National Demographics.</p> <p>Subjects: It isn't envisaged that Electronic Monitoring and Mapping Contractor's operational staff will come into daily contact with subjects and their families.</p> <p>Other Stakeholders: It is unlikely that there will be any adverse impact applicable to Stakeholders as a result of the Monitoring and Mapping Solution.</p>



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Sexual orientation	Yes	<p>Staff: We have an aspiration that the workforce is representative of the Local and National Demographics. We also aspire to ensure that staff behavior is not unlawfully discriminatory because they know or think they know the sexual orientation of colleagues</p> <p>Subjects: It isn't envisaged that Electronic Monitoring and Mapping Contractor's operational staff will come into daily contact with subjects and their families.</p> <p>Other Stakeholders: It is unlikely that there will be any adverse impact applicable to Stakeholders as a result of the Monitoring and Mapping Solution.</p>
Age (younger offenders)	Yes	<p>Staff: We have an aspiration that the workforce is representative of the Local and National Demographics.</p> <p>Subjects: It isn't envisaged that Electronic Monitoring and Mapping Contractor's operational staff will come into daily contact with subjects and their families.</p> <p>Other Stakeholders: It is unlikely that there will be any adverse impact applicable to Stakeholders as a result of the Monitoring and Mapping Solution.</p>
Age (older offenders)	Yes	



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If you have answered 'Yes' to any of the equalities issues, a full impact assessment must be completed. Please proceed to STAGE 2 of the document.

If you have answered 'No' to all of the equalities issues, a full impact assessment will not be required, and this assessment can be signed off at this stage. You will, however, need to put in place monitoring arrangements to ensure that any future impact on any of the equalities issues is identified.

Monitoring and review arrangements

Describe the systems that you are putting in place to manage the policy and to monitor its operation and outcomes in terms of the various equalities issues.

Electronic Monitoring and Mapping Contractor will continue to monitor the protected characteristics of its workforce throughout the duration of the EM contract in order to track its aspiration that the workforce is representative of the Local and National Demographics.

State when a review will take place and how it will be conducted.

This initial draft Equality Impact Assessment (EIA) will be reviewed by the Authority. Electronic Monitoring and Mapping Contractor will then undertake a full EIA review following contract award and before the Target Service Commencement Date, including completion of a self evaluation once it's EM Service Equality Framework has been designed and developed.

Electronic Monitoring and Mapping Contractor will agree the ongoing dates for review of the EIA with the Authority following contract award.

	Name and signature	Date
Policy lead	This document will be signed by the relevant person within Electronic Monitoring and Mapping Contractor and the Authority following Contract Award.	SCD minus 3 months



Stage 2 – Full Equality Impact Assessment

Where relevance to one or more equalities issues has been identified during the Initial Screening, a full equality impact assessment must be carried out.

This involves the collection of monitoring data and other relevant information and consultation with stakeholders with a view to producing a full account of the relevant equalities issues and an action plan to address them.

Summary of issues identified during initial screening

Briefly identify which equalities issues you will be considering and the results of the initial screening.

Initial screening has identified that all equalities issues apply. While the data supporting this assertion is contained within the initial screening section of this document Electronic Monitoring and Mapping Contractor maintains that no operational staff will come into daily contact with subjects and their families and therefore Company's Equality policy will only be reviewed in relation to its operational staff.

Electronic Monitoring and Mapping Contractor will work with the Authority ²to support a prioritised Impact Assessment Schedule covering the end-to-end EM service from contract award.

Management and monitoring

Describe the systems in place to manage the policy and to monitor its operation and outcomes.

Comment on the adequacy of the systems and note any improvements that you will make to them. Include a description of and/or extracts from recent monitoring results and provide analysis of them.

All work undertaken by Electronic Monitoring and Mapping Contractor will be done so in line with its Equality Policy.

Evidence

If you have not already done so in Stage 1, identify other sources of information about the operation and outcomes of the policy, such as operational feedback (including local monitoring and impact assessments)/inspectorate and other relevant reports/complaints and litigation/relevant research publications etc.

Summarise and discuss recent relevant evidence from these sources.

In Addition to Stage 1 screening information, Electronic Monitoring and Mapping Contractor will gather evidence from the following:

² RB's amendment on 29/06/2017



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In order to ensure compliance with the Race Relations Act and Equal Opportunities Act 2010, Electronic Monitoring and Mapping Contractor ask all new and existing employees to complete an 'equal opportunities' monitoring form where they are asked to provide details regarding their age, race, sex, marital status and whether they have a disability or any other protected characteristic. The results of this are then recorded on file and on the HR database for reference. We also ensure that our job adverts clearly state that we recruit on merit only and that we are an equal opportunities employer. One such improvement should it be required by the authority is a detailed analysis of the individual departments within the organisation to understand whether the business has a diverse workforce based on the ethos of recruiting on merit only.

Electronic Monitoring and Mapping Contractor inform all new staff in the induction training that we are an equal opportunities employer and recruit, promote and train staff regardless of race, age, gender etc. We also ensure staff are aware within the induction that Electronic Monitoring and Mapping Contractor has adopted a policy whereby we aim to provide an environment free from discrimination and harassment and that all employees are expected to abide by this policy. This is subsequently supported by disciplinary and grievance policies which support the provisions of the Equal Opportunity Act as well as a Code of Conduct framework which does the same. Relevant policies and guidance are easily accessible on the company intranet and details are also provided in the contracts of employment.

Senior management and HR have undertaken Diversity training to fully understand the implications of the Equality Act and how to apply the guidance provided from a day to day business perspective. HR are available for support and guidance to management, employees and contractors should it be required. Employees of the business have also attended ethics and compliance training to understand the impact of not conducting business ethically or in compliance with EADS policies and procedures.

To further strengthen Ethics and Compliance in the business, managers have been asked to set one related objective which may be integrated into an existing objective or set as a new one. For all employees operating at EADS Senior Manager level and above, this should be at minimum attendance to a forthcoming session on Ethics and Compliance.

Should further improvement be required to the current systems in place to support the equality act, the business would be open to understand and implement the improvements required and provide the necessary support.

As part of our commitment, Electronic Monitoring and Mapping Contractor will endeavour to stay up to date with developments in Equality, Diversity and Inclusion through publicly available information and research. Such information will be acted upon as necessary to maintain and sustain good Equality and Diversity practices.

Consultation

If you have not already done so in Stage 1, identify the target group and other interested parties.



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Explain how you have involved stakeholders, both generally in the development of the policy and specifically how groups representative of the relevant equalities issues (including 'hard-to-reach groups') have been engaged as part of the EIA process. Capture main points of feedback from them.

See Stage 1 initial screening which contains details of stakeholder involvement and planned stakeholder involvement for phase 2.

Discussion

Consider and compare results from previous sections.

Consider in particular issues of stakeholder confidence and local discretion.

Stakeholders are represented at all levels through the Project Governance process. NOMS Equalities Group have also provided details of their Independent Equalities Advisory Group as a source of further consultation and assessment of solutions for the final specification.

The Judiciary have discretion in how to apply orders requiring the monitoring of a subject using EM technology. Offender Managers will, for subjects on a multiple order, make a recommendation to the Court on how best to apply EM to that subjects' situation.

The final specifications and contract between the Authority and Contractor(s) will be supported by a Memorandum of Understanding with each of the key stakeholders where appropriate. This will be subject to regular review in tandem with the eventual contract management process.

Conclusion

Summarise and make an overall assessment of the impact of the policy or function on the relevant equalities issues. Identify any adverse impact on any group.

*Highlight examples of success and good practice.
Describe the key issues that remain to be addressed.*

It is not possible at this stage to make an overall assessment about the impact of a policy or function which is still in development. Initial screening has identified that all issues apply and this will be reflected in focused discussions with ³the Authority leading up to the development of the final specification.

Action plan

Issue to be addressed	Action to be taken	Manager responsible	Target date
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³ RB's amendment on 29/06/2017



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Issue to be addressed	Action to be taken	Manager responsible	Target date
Electronic Monitoring and Mapping Contractor to await details of further advice of EIA content for consideration	ITPD documents to contain EIA assessment	REDACTED	Contract award plus 3 months
Electronic Monitoring and Mapping Contractor to respond to EIA with action plan proposals	MoJ EIA requirements to be made available to preferred bidders to inform the formulation of their action plans.	REDACTED	Contract award plus 6 months
Final specification agreed with stakeholders through project governance and audit mechanisms	Consultation on final specification and EIA action plans from preferred bidders	REDACTED	SCD minus 3 months

Publication

Describe the arrangements for making the document available to the various stakeholders.

Electronic Monitoring and Mapping Contractor will provide information to stakeholders in a format agreed with the Authority (which could include using the 'documents' area of the EM Portal).

Review

Indicate method for reviewing progress on the action plan and proposed date for formal review of the EIA.

The full formal EIA and resultant action planning elements will be undertaken following Contract Award. Identified actions will then be built into the performance objectives of the respective managers and will be overseen by the Company's Equality and Diversity specialist resource.

	Name and signature	Date
Policy lead	This document will be signed by the relevant person within Electronic Monitoring and Mapping Contractor and the Authority following Contract Award.	SCD minus 3 months



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SCHEDULE 15

AUTHORITY POLICIES

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AUTHORITY POLICIES

1. **PRISON SERVICE ORDERS (PSOs), PRISON SERVICE INSTRUCTIONS (PSIs), PROBATION CIRCULARS (PCs), PROBATION INSTRUCTIONS (PIS) AND OTHER POLICES.**
- 1.1 The following list, though not exhaustive, of PSOs, PSIs, PCs and PIs and other policies are pertinent to the delivery of the Services and shall be adhered to where relevant by the Contractor in the delivery of the Services.
- 1.2 Whilst PSOs/PSIs/PCs/PIs may have an end date, they shall be accepted by the Contractor as *de facto* in force beyond their stated end date, if subsequent PSIs, PSOs, PCs or PIs do not replace them before that expiration date.
- 1.3 For the avoidance of doubt the provisions of this Contract and the Schedules shall not have precedence over PSIs, PSOs, PCs and PIs in general and in particular, where any conflict between the provisions of the Contract and these over PSOs/PSIs/PCs/PIs the PSOs/PSIs/PCs/PIs shall have precedence.

PIs
PI 12 2011 - Implementation of the Deliver Curfew Requirements
PI 11/2011 – Implementation of Court Work other than Assessments and Reports Specification
PI 09/2015 - Licence Conditions and Temporary Travel Abroad
PSI 25/2013 – PI 10/2013 – Accommodation and Support Service for Bail and HDC (Replaces Annex I and para 5.17.8 to PSO 6700)
PI 27/2014 – Recall Review & Re-Release of Recall Prisoners. Issued 2nd February 2016. Expires 31 January 2017.
PCs
PSI 34/2014 - PI 52/2014 Provision of Offender Risk Information to Home Office Immigration Enforcement regarding Foreign National Offenders who are being considered for Deportation
PC 38 2005 - HMCS Effective Practice Guidance on Enforcing Community Penalties

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PC 25 2005 - CJA 2003 Implementation on 4 April
PC 44 1998 – HDC – The Role of the Probation Service
PC 82 1998 – HDC – Accommodation and Outstanding Issues
PC 1 1999 – Implementation of s.103 Crime and Disorder Act
PC 17 2008 – HDC – Cross-Border Arrangements with Scotland
PSIs
PSI 41/2008 - Cross border arrangements for HDC
PSI 40/2012 Licences and Licence Conditions
PSI 25/2013 – PI 10/2013 – Accommodation and Support Service for Bail and HDC (Replaces Annex I and para 5.17.8 to PSO 6700)
<u>PSI 43/2012</u> – Legal Aid, Sentencing and Punishment of Offenders Act 2012 - HDC (consolidates CJA 91 & 03 schemes, guidance on multiple sentences, updates presumed unsuitable offence lists)
<u>PSI 52-2011</u> – paras 2.42-2.52 and annex D add guidance on Foreign National Prisoners and HDC.
<u>PSI 41/2008</u> - Introduction of Cross Border Arrangements between England & Wales and Scotland for HDC purposes
PI 27/2014 – Recall Review & Re-Release of Recall Prisoners. Issued 2nd February 2016.
<u>PSI 31/2006</u> – Impact of CJA 2003 & consolidation of guidance
<u>PSI 53/2004</u> - Changes to HDC Risk Assessment Process
<u>PSI 31/2003</u> – Changes to HDC (increase to 135 days; introduction of presumed unsuitable offences)
<u>PSI 39/2002</u> - Extension of Presumptive HDC
<u>PSI 19/2002</u> - Changes to HDC Policy: Presumptive HDC
<u>PSI 09/2001</u> - Home Detention Curfew (to reflect statutory exclusion of registered sex offenders from HDC)
PSOs

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PSO 6700 - Home Detention Curfew
PSO 2010/34 - Accommodation and Support Service for Bail and HDC- Change of Contract (supersedes PSI 29/2007)
EMT TPIM Combined Strategic Protocol Guidance
Other Policies
MAPPA Guidance 2012 Version 4.0
Paragraph 12 to Schedule 1 of the Terrorism Prevention and Investigation Measures Act 2011
UKBA Electronic Monitoring Policy: Criminality and Detention Group V2.8 21.9.2010
YJB Electronic Monitoring Joint Protocol 2010
Extension of the Home Detention Curfew Scheme to Juveniles Serving Sentences of Detention Under Section 91 of the Powers of Criminal Courts (Sentencing) Act 2000 – guidance note dated 7 July 2003
Electronic Monitoring Policy; Immigration Enforcement v2.9 (5 July 2013)
Electronic Monitoring Policy; Suitability and Guidance for Caseworkers v1.8 (21 October 2013)
Department of Education - Working Together to Safeguard Children http://www.education.gov.uk/aboutdfe/statutory/g00213160/working-together-to-safeguard-children
http://www.justice.gov.uk/youth-justice/courts-and-orders/disposals/youth-rehabilitation-order
http://sentencingcouncil.judiciary.gov.uk/sentencing/what-sentences-for.htm
http://sentencingcouncil.judiciary.gov.uk/sentencing/community-sentences.htm
http://www.legislation.gov.uk/ukpga/2003/44/section/204
http://www.justice.gov.uk/youth-justice/courts-and-orders/electronic-tagging
http://www.justice.gov.uk/downloads/youth-justice/national-standards-trial/national-standards-trial-2012.pdf
http://www.justice.gov.uk/youth-justice/improving-practice/case-management-guidance

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APPENDIX 1

CORPORATE SOCIAL RESPONSIBILITY

The Contractor's corporate social responsibility policies as at the Commencement Date can be accessed at:

<http://www.airbusgroup.com/int/en/group-vision/responsibility-and-sustainability.html>

and

<http://www.airbusgroup.com/int/en/group-vision/ethics-compliance.html>

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SCHEDULE 16

FINANCIAL DISTRESS

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1. DEFINITIONS

For the purposes of this Schedule 16 (Financial Distress), unless the context otherwise requires:

"Cash " means coins, bank notes, undeposited cheques and current account balances held by the Contractor or the Guarantor (as applicable);

"Cash Equivalent Investments" means short-term, highly liquid investments that are readily convertible to known amounts of cash;

"Consolidated Net Debt" means the Total Debt less Cash and Cash Equivalent Investments as at any particular time;

"Credit Rating Thresholds" means the credit rating thresholds as set out in paragraph 1.2 of Appendix 1;

"Dun and Bradstreet" means Dun & Bradstreet Limited and its Affiliates (or any successor to the commercial credit rating business operated by such entities);

"Dun and Bradstreet Rating" means the rating issued by D&B incorporating both:
(a) the "D&B Financial Strength Indicator" (determined by reference to the "tangible net worth" of the relevant entity from its latest financial accounts); and
(b) the "D&B Risk Indicator" (which is derived from the "D&B Failure Score" and associated expert rules of D&B),
and presented in the format of:
(i) for the "D&B Financial Strength Indicator", a rating ranging from 5A to O; and
(ii) for the "D&B Risk Indicator", a rating ranging from 1 to 4 (or "undetermined" where D&B has been unable to collect or verify certain key data elements),
or any replacement for the above ratings or indicators issued by D&B from time to time;

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"EBIT"	means, in relation to any Relevant Period, the total consolidated operating profit of the Contractor or the Guarantor (as applicable) for that Relevant Period before taking into account: Interest Payable; Tax; any share of the profit of any associated company or undertaking, except for dividends received in cash by any member of the Contractor or the Guarantor (as applicable); and extraordinary and exceptional items, as determined from the financial statements of the Contractor or the Guarantor (as applicable);
"Financial Distress Service Continuity Plan"	means a plan setting out how the Contractor (together with the Guarantor, where appropriate) will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that the Contractor or the Guarantor suffers a Financial Distress Event;
"Financial Distress Event"	means the events listed in Paragraph 6.1;
"Financial Indebtedness"	<p>means any indebtedness for or in respect of (without double counting):</p> <ul style="list-style-type: none">(a) monies borrowed;(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

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(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;

(g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(h) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (g) above;

"Financial Thresholds"	Standing	means the Financial Standing thresholds as set out in paragraph 1.3 of Appendix 2;
"Financial Standing"		has the meaning set out in Appendix 2;
"Group"		means in relation to each of the Contractor and the Guarantor, that company and any Affiliates of such company from time to time;
"IAS19"		means International Accounting Standard 19;
"IFRS"		means International Financial Reporting Standards;
"Interest Payable"		means, in relation to any Relevant Period, the aggregate amount of interest, acceptance commission, cost or expense (paid or capitalised) of the Contractor or the Guarantor (as applicable) (but excluding all debt related up front fees), excluding interest shown in the financial statements of the Contractor or the Guarantor (as applicable) relating to IAS19;
"Interest Receivable"		means, in relation to any Relevant Period, interest income of the Contractor or the Guarantor (as applicable) in respect of that Relevant Period;
"Net Assets"		means, in relation to any Relevant Period, total assets less total liabilities (excluding capital and reserves). Total assets should include: fixed assets, including tangible assets, intangible assets

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and investments; deferred tax assets; and current assets, including stock, debtors, cash and cash equivalent investments. Total liabilities should include: Total Debt; creditors; provisions; deferred tax liabilities; and pension deficits.

"Net Interest Payable"

means, in relation to any Relevant Period, Interest Payable for that Relevant Period less Interest Receivable for that Relevant Period;

"Relevant Period"

means:

(a) each financial year of the Contractor or the Guarantor (as applicable); and

(b) each period beginning on the first day of the second half of a financial year of the Contractor or the Guarantor (as applicable) and ending on the last day of the first half of its next financial year;

"Tax"

means, any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or delay in paying any of the same);

"Total Debt"

means, as at any particular time, the aggregate outstanding principal, capital or nominal amount (and any fixed or minimum premium payable on prepayment or redemption) of the Financial Indebtedness of members of the Contractor or the Guarantor (as applicable) (other than any indebtedness referred to in paragraph (g) of the definition of Financial Indebtedness and any guarantee given by any member of the Contractor or the Guarantor (as applicable)). For this purpose, any amount outstanding or repayable in a currency other than pounds sterling shall on that day be taken into account in its pounds sterling equivalent at the rate of exchange that would have been used had an audited consolidated statement of financial position of the Contractor or the Guarantor (as applicable) been prepared as at that day in accordance with IFRS or UK GAAP; and

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"UK GAAP" means United Kingdom Generally Accepted Accounting Practice.

2. BACKGROUND

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

3. FINANCIAL STANDING AND REPORTING

- 3.1 The Contractor warrants and represents to the Authority for the benefit of the Authority that as at the Commencement Date the Financial Standing of the Contractor and the Guarantor are as specified in Table A at paragraph 1.2 of Appendix 2.
- 3.2 The Contractor shall regularly monitor the Contractor's and the Guarantor's Financial Standing in line with the instructions in Appendix 2.
- 3.3 The Contractor shall provide to the Authority, as soon as they shall have been sent to the shareholders in order to be laid before an annual general meeting of the Contractor or the Guarantor (as applicable), but not later than ten (10) Business Days after the relevant accounts have been filed with Companies House (or the equivalent if overseas) (for each accounting reference period of the relevant entity where part or all of such period occurs during the Services Period):
- 3.3.1 the audited accounts of each of the Contractor and the Guarantor; and
- 3.3.2 the consolidated, audited accounts of each of the Contractor and the Guarantor,
- in respect of that accounting reference period, prepared in accordance with the Companies Act 2006 and generally accepted accounting principles in the United Kingdom, together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.
- 3.4 At the same time as each set of accounts under Paragraph 3.3 is delivered to the Authority, the Contractor shall supply to the Authority a certificate, signed by two directors of each of the Contractor and the Guarantor as being true and accurate, setting out (in reasonable detail) computations that demonstrate each of the Financial Ratios in respect of each such entity as at the last day of the relevant financial quarter or accounting reference period.

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4. CREDIT RATING

- 4.1 The Contractor warrants and represents to the Authority for the benefit of the Authority that as at the Commencement Date the credit ratings issued for the Contractor and the Guarantor by Dun and Bradstreet are as specified in Table A at paragraph 1.1 of Appendix 1.
- 4.2 The Contractor shall maintain the credit ratings issued for the Contractor, as set out in this Schedule 16 (Financial Distress). This Schedule 16 (Financial Distress) outlines the consequences where the credit ratings issued for the Contractor and the Guarantor (as referred to in Paragraph 4.1) are not maintained.
- 4.3 The Contractor shall notify (or shall procure that its auditors notify) the Authority in writing as soon as reasonably practicable if it or the Guarantor ceases to have the Dun and Bradstreet Rating (and in any event within ten (10) Business Days of ceasing to have such credit rating(s)), whereupon the Parties shall agree alternative credit rating(s) for inclusion in this Schedule 16 (Financial Distress) through the Integrated Change Procedure.
- 4.4 The Contractor shall regularly monitor the Contractor's and the Guarantor's and credit ratings with Dun and Bradstreet.
- 4.5 Where the Contractor's or the Guarantor's credit ratings provided by Dun and Bradstreet listed in Appendix 1 differ, for the purposes of the Financial Distress Events, the relevant Credit Rating Threshold shall be determined by reference to the lower credit rating.

5. DUTY TO NOTIFY

- 5.1 The Contractor shall notify (or shall procure that its auditors notify) the Authority in writing as soon as reasonably practicable following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, shall ensure that such notification is made within two (2) Business Days of the date on which the Contractor first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).

6. CONSEQUENCES OF A FINANCIAL DISTRESS EVENT

- 6.1 If the Financial Distress Event consists of:
 - 6.1.1 the Contractor's or the Guarantor's credit ratings dropping below the Credit Rating Threshold;

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

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

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

- 6.2 In the event of a late or non-payment of a Key Sub-Contractor pursuant to Paragraph 6.1.6, the Authority shall not exercise any of its rights or remedies



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under Paragraph 6.3 without first giving the Contractor ten (10) Business Days to:

6.2.1 rectify such late or non-payment; or

6.2.2 demonstrate to the Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

6.3 The Contractor shall (and shall procure that the Guarantor shall):

6.3.1 at the request of the Authority, meet with the Authority as soon as reasonably practicable (and in any event within seven (7) Business Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Contractor in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract;

6.3.2 where the Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 6.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract, submit to the Authority for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Business Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Authority may permit and notify to the Contractor in writing); and

6.3.3 provide such financial information relating to the Contractor or the Guarantor as the Authority may reasonably require.

6.4 The Authority shall not withhold its approval of a draft Financial Distress Service Continuity Plan unreasonably and shall notify the Contractor within five (5) Business Days of receipt of the draft Financial Distress Service Continuity Plan as to whether it is approved. If the Authority does not approve the draft Financial Distress Service Continuity Plan it shall inform the Contractor of its reasons and the Contractor shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Authority within five (5) Business Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the Authority or referred to the Dispute Resolution Procedure.

6.5 If the Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may

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either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

6.6 Following approval of the Financial Distress Service Continuity Plan by the Authority, the Contractor shall:

6.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Contract;

6.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 6.6.1, submit an updated Financial Distress Service Continuity Plan to the Authority for its approval, and the provisions of Paragraphs 6.4 and 6.5 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and

6.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

6.7 Where the Contractor reasonably believes that the relevant Financial Distress Event under Paragraph 6.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Authority and the Parties may agree that the Contractor shall be relieved of its obligations under Paragraph 6.6.

7. TERMINATION RIGHTS

7.1 The Authority shall be entitled to terminate this Contract under Clause 51.2 (Termination by the Authority for Contractor Default) if:

7.1.1 the Contractor fails to notify the Authority of a Financial Distress Event in accordance with Paragraph 5.1;

7.1.2 the parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 6.3 to 6.5; and/or

7.1.3 the Contractor fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 6.6.3.

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APPENDIX 1**CREDIT RATINGS****1. CREDIT RATINGS¹**

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

Relevant Entity	Dun and Bradstreet ScoreCheck
The Contractor	REDACTED
The Guarantor	REDACTED

Table A: Initial Credit Ratings

- 1.2 The Contractor's or Guarantor's (as applicable) credit rating shall drop below the Credit Rating Thresholds where it is at the following level or below:

CONTRACTOR

- Credit Rating Threshold

Dun and Bradstreet

REDACTED

GUARANTOR

- Credit Rating Threshold
-

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- Dun and Bradstreet

REDACTED

APPENDIX 2

FINANCIAL STANDING**1. FINANCIAL STANDING**

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

Financial Ratio	Definition
"EBITDA"	As defined in Paragraph 1.
"Net Assets"	As defined in Paragraph 1.

- 1.2 The initial Financial Standing of the Contractor and the Guarantor as at the Commencement Date are as follows:

Relevant Entity	EBITDA	Net Assets
The Contractor	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED

Table A: Initial Financial Ratios

The Contractor and / or the Guarantor (as applicable) shall fall below the required Financial Standing Threshold if either their EBITDA or Net Assets for an accounting reference period drops below zero.



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SCHEDULE 17

APPROVED SUB-CONTRACTORS

PROTECT – COMMERCIAL

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APPROVED SUB-CONTRACTORS

Name of Organisation / Location	Description of Products/Services Provided	Longevity of Contract (To and From)	Key Sub- Contractor Y/N
Nottingham Scientific Limited Sir Colin Campbell Building Innovation Park Triumph Road Nottingham NG7 2TU	REDACTED	As per the Term	N
TrustedIA Limited 42 High Street Flitwick Bedford England MK45 1DU	REDACTED	As per the Term	N

The value per annum (£) of the contracts of the Approved Sub-Contractors is contained in the Financial Response Template (FRT) provided in A6.1 to Schedule 6 (Price and Payment Mechanism)



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SCHEDULE 18

CONTRACTOR'S KEY PERSONNEL



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REDACTED



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SCHEDULE 19

SUSTAINABILITY REPORTING REQUIREMENTS

SUSTAINABILITY REPORTING REQUIREMENTS**1. Ethical Standard and Corporate Social Responsibility Processes**

- 1.1. The Contractor acknowledges that as a government department, the Authority has a duty to ensure the integrity of its supply chain in accordance with the highest social and ethical standards and that for each component of the supply chain as listed in Schedule 17 (Approved Sub-Contractors), the Contractor shall, without limitation, maintain an up to date CSR dossier.
- 1.2. The Contractor shall submit annually an internal audit report and corrective action plan report evidencing that the Contractor's whole supply chain is operating according to the internationally accepted standard set out in the Ethical Trading Initiative (ETI) Base Code, Sedex, SA8000 or equivalent as agreed by the Authority.
- 1.3. To complete the CSR dossier, the Contractor shall also submit annually an independent audit report and corrective action plan for each of the Contractor's Premises carried out by an IRCA approved auditor, evidencing that the Contractor's supply chain is operating according to the internationally accepted standard as set out in the Ethical Trading Initiative (ETI) Base Code, Sedex, SA8000 or equivalent as agreed by the Authority.
- 1.4. The internal audit performed pursuant to Paragraph 1.2 shall be completed prior to the independent audit performed pursuant to Paragraph 1.3, and the findings monitored by the Contractor for consistency.
- 1.5. The Contractor shall submit updated audit documentation in accordance with Paragraphs 1.2 and 1.3 annually prior to commencement of each new Year. Exceptions to this rule include:
 - 1.5.1. any deadline set in a corrective action plan prepared pursuant to Paragraph 1.3 which then takes precedence. The update shall be submitted immediately following the completion of the corrective action; and
 - 1.5.2. that if any adverse audit information comes to light within a relevant period the Contractor must notify the Authority immediately. This includes where another customer has, by way of internal or independent audit, discovered corrective actions that were not otherwise known to the Authority.
- 1.6. The Authority reserves the right at any time during each annual cycle to select a random sample of 5% of the 'upstream' sub-contractors (e.g. raw material contractors) and request the Contractor to arrange independent ETI audits, to be carried out by approved IRCA laboratories, at the Contractor's own cost.
- 1.7. The Authority shall be entitled, in its absolute discretion and at its own expense, to accompany the Contractor during any internal or independent audit, or to

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make unannounced visits to any of the Contractor's Premises subject to compliance with The Contractor's security requirements.

- 1.8. Where any internal or independent third party audit shows that any of the Contractor's Premises or sub-contractor engaged in the performance of the Contract fails to achieve the required standard, or repeatedly fails to comply with the criterion set out in the ETI baseline or a corrective action plan such that it irreversibly undermines the confidence of the Authority in the continued performance of the Contract, the Authority shall be entitled to require the Contractor to remove the entity from its operation and propose an alternative sub-contractor.
- 1.9. The table below summarises the actions and potential activities that will be applied throughout the Contract:

Requirement	First Due Date	Frequency
Internal audit report	Services Commencement Date	Annual
Corrective action plan (linked to internal audit report)	Services Commencement Date	Annual
Independent audit report	Services Commencement Date	Annual
Corrective action plan (linked to independent audit report)	Services Commencement Date	Annual
Copies of additional 3rd Party Audits (optional) and relevant corrective action plans	Flexible	As available
Independent ETI audits on 5% of supply chain entities per cycle (selected by the Authority) to be carried out by IRCA approved laboratory	Flexible	Authority's discretion

Responsibility	The Supplier shall maintain an up to date CSR dossier and take responsibility for the ongoing management of the corrective action plan and proactively keep the Authority informed on the status of all sub-contractors.
Ownership	The Authority shall version control and administrate the most up to date CSR dossier in preparation for any enquiry into the status of all sub-contractors.

2. Environmental Standards and Sustainability Process

- 2.1. Throughout the term of the Contract the Contractor shall maintain an environmental sustainability plan that is compliant with ISO14001 (or equivalent), complies with the standards/directives set out in RoHS, the WEEE Directive and REACH, COSHH, EMAS (or equivalent) and conforms to the Authority's ethical and environmental policies, and avoid the use of any materials, components, chemicals or packaging that involve a disproportionately adverse effect on the natural environment.
- 2.2. The Contractor shall take responsibility for the environmental impact of all the entities listed as sub-contractors.
- 2.3. The Contractor's sustainability plan shall incorporate procedures to manage the whole product life cycle impact under three (3) classifications:
 - 2.3.1. inputs into the manufacturing process. Referencing relevant international standards/directives and each entity's local mandatory standards, the Contractor shall detail policies on managing harmful waste and recycling;
 - 2.3.2. finished products from the manufacturing process. Referencing relevant international standards/directives and each entity's local mandatory standards, the Contractor shall detail policies on managing the presence of banned and harmful substances on the products manufactured; and
 - 2.3.3. end of life cycle recycling, upcycling and sustainable disposal.
- 2.4. The Contractor's environmental sustainability plan must set out in detail how the Contractor will progressively reduce the adverse effect on the natural environment the performance of this Contract causes. In particular this plan shall detail how the Contractor shall prevent waste occurring and reduce it over time (including smarter use of packaging and reducing the use of products that have by-products requiring disposal).
- 2.5. The sustainability plan will be reviewed by the Authority and amendments agreed between the Parties at any Integration Board meeting (at the request of the Authority).



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SCHEDULE 22

INSURANCE REQUIREMENTS

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

- 1.1 Without limiting the other provisions of this Contract, the Contractor shall:
- 1.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice including but not limited to the investigation and reporting of relevant claims to insurers;
 - 1.1.2 promptly notify the insurers of any relevant material fact under any Insurances of which the Contractor is or becomes aware; and
 - 1.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party and for which it is responsible under this Contract.
- 1.2 Neither Party shall take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 1.3 The Authority may elect (but shall not be obliged), where notice has been provided to the Contractor, to purchase any insurance which the Contractor is required to maintain pursuant to this Contract but has failed to maintain in full force and effect, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.
- 1.4 The Contractor shall from the Commencement Date and within fifteen (15) Business Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in full force and effect and meet in full the requirements of Clause 39 (Insurance) and this Schedule 22 (Insurance Requirements). Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Contractor of its liabilities and obligations under this Contract.
- 1.5 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
- 1.5.1 if a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Contractor shall submit to the Authority immediately details of the policy concerned and shall submit forthwith its proposed solution for maintaining the minimum limit of indemnity specified;

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- 1.5.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by insurers, the Contractor shall ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract; and
- 1.5.3 if the Contractor is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified it shall submit to the Authority immediately full details of the policy concerned and shall submit forthwith its proposed solution for maintaining the minimum limit of indemnity specified.
- 1.6 The Contractor shall notify the Authority at least five (5) Business Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 1.7 The Contractor shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to the Services or this Contract, the Parties shall co-operate with each other and provide mutual assistance in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 1.8 Except where the Authority is the claimant party, the Contractor shall give the Authority notice within twenty (20) Business Days after any insurance claim in excess REDACTED relating to the provision of the Services or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- 1.9 Where any Insurance requires payment of a premium, the Contractor shall be liable for such premium.
- 1.10 Where any Insurance referred to in Clause 39 (Insurance) and/or this Schedule 22 (Insurance Requirements) is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible and shall indemnify the Authority against any loss or claims which would otherwise be insured but for the excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

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

The Contractor.

2.2 Interest

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

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

2.2.2 loss of or damage to property,

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

2.3 Limit of Indemnity

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

2.4 Territorial Limits

United Kingdom.

2.5 Jurisdiction and choice of law relating to policy interpretation

The Courts of Germany

2.6 Period of Insurance

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

2.7 Cover Features and Extensions

2.7.1 Indemnity to principals clause.

2.7.2 No policy exclusion relative to abuse.

2.8 Principal Exclusions

2.8.1 War and related perils.

2.8.2 Nuclear and radioactive risks.

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

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- 2.8.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
- 2.8.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 2.8.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 2.8.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 2.8.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

2.9 Maximum Deductible

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

3. PROFESSIONAL INDEMNITY INSURANCE**3.1 Insured**

The Contractor.

3.2 Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services and in connection with the Contract and/or the Integration Agreement.

3.3 Limit of Indemnity

Not less than REDACTED in respect of any one claim and in the aggregate per annum.

3.4 Territorial Limits

United Kingdom.

3.5 Jurisdiction and choice of law relating to policy interpretation

The Courts of Germany

3.6 Period of Insurance

From the date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise and a period of three years (3) following the expiry date or the termination date whichever occurs earlier.

3.7 Cover Features and Extensions

Retroactive cover to apply to any claims made policy wording in respect of the Contract or retroactive date to be no later than the date of this Contract.

3.8 Principal Exclusions

3.8.1 War and related perils; and

3.8.2 Nuclear and radioactive risks.

3.9 Maximum Deductible

Not to exceed REDACTED for each and every claim.

4. UNITED KINGDOM COMPULSORY INSURANCES

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

4.2 The limit of indemnity for the employers' liability insurance shall not be less than REDACTED per event (or such other limit as may be required by law from time to time) for any one event inclusive of costs and REDACTED in the aggregate per annum.

4.3 The employers' liability insurance policy shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from the acts or omissions or the performance by the Contractor of the Services under this Contract and/or the Integration Agreement.



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SCHEDULE 24

ACCEPTANCE PROCEDURE

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1. NOT USED**2. BACKGROUND**

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

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

3. ACCEPTANCE PROCEDURE

3.1 The Contractor shall ensure that all Documentary Deliverables, Deliverables and Milestones requiring Acceptance are identified in the Mobilisation Plan in Schedule 5 (Mobilisation Plan) or such other Project plan as may be agreed from time to time.

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

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

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

3.5 The Acceptance Procedure commences with the Acceptance of the Product Description for the Documentary Deliverable, Deliverable or Milestone (as applicable), which sets out the Acceptance Criteria that the Documentary Deliverable, Deliverable or Milestone (as applicable) must meet in order to be approved. A list of Accepted Product Descriptions as at the date of EM Services Contract Reset is set out in column F of Appendix 1.

3.6 The Acceptance Procedure is outlined below, covering:

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- 3.6.1 where necessary, development of the Product Description(s) for Documentary Deliverables, Deliverables and Milestones (as applicable);
- 3.6.2 key roles in reviewing and approving Documentary Deliverables, Deliverables or Milestones (as applicable);
- 3.6.3 review procedure;
- 3.6.4 consequences of approval success and failure; and
- 3.6.5 the requirement to record approved Documentary Deliverables, Deliverables and Milestones as referenced documents.

3.7 Development of Product Descriptions

- 3.7.1 Other than where the Product Description is already in existence under this Contract (a list of which is set out in column F of Appendix 1), where a Documentary Deliverable, Deliverable and/or Milestone (as applicable) is subject to the Acceptance Procedure, (which, for the purposes of Mobilisation, shall be those listed in Appendix 1), the Contractor shall develop a Product Description materially in the format specified at Appendix 2 to this Schedule 24 (Acceptance Procedure) and shall make the Product Description available to the Authority in accordance with the timetable set out in the Mobilisation Plan. The Contractor shall check that the Product Description is complete and accurate, in accordance with the integrated solution and complies with the template set out in Appendix 2.
- 3.7.2 The Authority shall review the Product Description in order to determine whether:
 - (a) it complies with this Schedule 24 (Acceptance Procedure);
 - (b) the Acceptance Criteria contained within the Product Description reflects the objective of the Documentary Deliverable, Deliverable and/or Milestone (as applicable) and any requirements of this Contract in relation to the Documentary Deliverable, Deliverable and/or Milestone (as applicable) as well as all associated Milestones and Deliverables; and
 - (c) in the Authority's reasonable opinion, the Product Description supports the delivery of the Services in accordance with this Contract.
- 3.7.3 The Authority shall undertake its review of the Product Description, and shall notify the Contractor of the outcome of the review, within five (5) Business Days of the Authority receiving the Product

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Description, or within such other period as may be agreed between the Parties.

3.7.4 Where the Product Description meets the criteria referred to in Paragraph 3.7.2, the Authority shall notify its agreement of the Product Description in writing to the Contractor.

3.7.5 Where the Product Description does not meet the criteria referred to in Paragraph 3.7.2, the Authority shall notify the Contractor, specifying the reasons why the draft has not been agreed. In this event, the Contractor shall schedule a review meeting with the Authority to understand and complete the necessary changes and shall issue a revised Product Description, with all changes clearly highlighted, for Authority review.

3.7.6 The Contractor shall ensure that the Product Description is in a form approved by the Authority by the date specified in the Mobilisation Plan or, where applicable, any other date specified in this Contract for this to have been achieved, or, in the absence of any such date being specified, in sufficient time to enable the applicable Documentary Deliverable, Deliverable or Milestone to be delivered for review and to pass the Acceptance Procedure by the applicable date(s) for those activities.

3.8 Key Roles in Reviewing and Approving Documentary Deliverables, Deliverables and Milestones

3.8.1 For each Documentary Deliverable, Deliverable and/or Milestone review, each Party shall appoint a member of its organisation that shall act as the lead role in the active management of the progression of each draft Documentary Deliverable, Deliverable and/or Milestone through to approval.

3.8.2 Where appropriate, the Authority may decide to involve third parties in the review. In this event, and subject to the provisions of Clause 37 (Confidentiality), the Authority may share draft Documentary Deliverables, Deliverables and/or Milestones with such third parties, and may invite them to participate in review meetings, but will ensure that any written comments are channelled through the Authority's appointed lead role.

3.9 Not used

3.10 Review Procedure

3.10.1 The Contractor shall produce and issue each completed Documentary Deliverable, Deliverable and Milestone to the Authority in accordance with the Mobilisation Plan in sufficient time for the Authority to review the relevant Documentary Deliverable, Deliverable and Milestone in accordance with Paragraph 3.10.3.

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- 3.10.2 The Contractor shall not submit the Documentary Deliverable, Deliverable or Milestone (as applicable) for review without first verifying that it:
- (a) is in accordance with the format, scope and Acceptance Criteria specified in the applicable Product Description;
 - (b) where applicable, is clearly written, in language that those parties who will need to refer to the document should be able to understand;
 - (c) is complete, with an appropriate level of detail and any relevant cross-references;
 - (d) where the Documentary Deliverable, Deliverable or Milestone is going through a Repeat Acceptance Procedure, includes all comments provided by the Authority in its Rejection Notice and an explanation as to how each comment has been addressed, or where a comment has not been addressed by the Contractor, an explanation as to why not; and
 - (e) has no obvious errors of spelling, grammar, numbering or order, duplications or omissions.
- 3.10.3 The Authority is responsible for checking that the Documentary Deliverable, Deliverable or Milestone is complete and accurate and that it and all Milestones and Deliverables referred to within the corresponding Product Description and complies with the requirements set out in Paragraph 3.10.2.
- 3.10.4 The Authority shall review the draft Documentary Deliverable, Deliverable or Milestone in order to objectively determine whether it meets the applicable Acceptance Criteria or not, and shall notify the Contractor of the outcome of this review, in accordance with the timescales set out in the Mobilisation Plan by issuing either an Acceptance Certificate or a Rejection Notice.
- 3.10.5 Where the Authority review determines that the Documentary Deliverable, Deliverable or Milestone meets all the applicable Acceptance Criteria, the review shall be concluded at this point, and the Authority shall notify the Contractor of Acceptance by addressing an Acceptance Certificate to the Contractor. The Authority is responsible for keeping a record of all Acceptance Certificates issued to all EM Contractors.
- 3.10.6 Where the Authority rejects the Documentary Deliverable, Deliverable or Milestone because it does not meet all the applicable Acceptance Criteria, the Authority shall specify its reasons for

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rejection in the form of a Rejection Notice, and the following procedures shall apply.

3.10.7 The Contractor shall meet with the Authority to discuss the Authority's review comments and to agree and document the necessary changes to the Documentary Deliverable, Deliverable or Milestone that are required to achieve approval.

3.10.8 The Contractor shall produce a revised Documentary Deliverable, Deliverable or Milestone (as applicable) incorporating all agreed changes, with changes clearly highlighted and the Contractor will issue such revised Documentary Deliverable, Deliverable or Milestone to the Authority.

3.10.9 [Not used]

3.10.10 The Authority shall review the revised Documentary Deliverable, Deliverable or Milestone in order to objectively determine whether the agreed changes have been made and whether the revised Documentary Deliverable, Deliverable or Milestone now meets the applicable Acceptance Criteria or not, and shall notify the Contractor of the outcome of this review.

3.10.11 Where the Authority rejects the revised Documentary Deliverable, Deliverable or Milestone, the Authority shall notify the Contractor and the SSI of the reasons for its rejection of the draft the Authority shall specify its reasons for rejection by amending the Rejection Notice. In this event the Contractor shall schedule a meeting with the Authority to understand and complete the necessary changes and shall issue a further revised Documentary Deliverable, Deliverable or Milestone to the Authority for review and approval in accordance with this Paragraph 3.

3.10.12 All Parties shall inform each other of any inability to meet a date in the Mobilisation Plan for the associated Documentary Deliverable, Deliverable or Milestone as soon as it becomes apparent to them.

3.10.13 Not used

3.11 Acceptance of Documentary Deliverables, Deliverables and Milestones

3.11.1 In accordance with the Acceptance Procedure, once all applicable Acceptance Criteria are met, the Authority shall notify the Contractor of Acceptance by issuing an Acceptance Certificate to the Contractor.

3.11.2 The issue of an Acceptance Certificate shall neither:

- (a) affect the Authority's right subsequently to reject all or any part of the Services to which the relevant Documentary

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Deliverable, Deliverable or Milestone Acceptance Certificate relates if any subsequent Documentary Deliverable, Deliverable or Milestone does not meet the relevant Acceptance Criteria; nor

- (b) prejudice any other rights or remedies of the Authority under this Agreement.

3.12 Failure to achieve Acceptance

3.12.1 In accordance with the Acceptance Procedure, if all applicable Acceptance Criteria are not met by the Planned Acceptance Date, the Authority shall notify the Contractor of its failure to achieve Acceptance and the Contractor shall be considered to be in material breach (other than in relation to any Documentary Deliverable, Deliverable or Milestone which the Parties have agreed should not, in isolation, have this effect) capable of remedy, and (without prejudice to any other rights or remedies of the Authority), the Authority:

- (a) shall be entitled to Accept the Documentary Deliverable, Deliverable or Milestone and subject to such change of Acceptance Criteria, Service Requirements and/or reduction in the Contract Price as, after taking into account all the relevant circumstances, is reasonable; or
- (b) the Authority may issue a notice for the purposes of Clause 46.2.1 (Termination by the Authority for Contractor Default).

3.13 Failure of the Authority to conduct the Acceptance Procedure

3.13.1 In the event that the Contractor submits a properly documented request for Acceptance that meets all relevant Acceptance Criteria in accordance with the dates set out in the Mobilisation Plan, the Integrated Mobilisation Plan and the Authority fails to manage the Acceptance Procedure in accordance with Paragraph 3 and/or fails to complete the Acceptance Procedure in accordance with the dates set out in the Mobilisation Plan and the Integrated Mobilisation Plan, the Contractor shall not be liable for an subsequent delay in achieving the Planned Acceptance Date.

4. DISPUTE RESOLUTION

4.1 The Parties agree that any disputes arising under this Schedule 24 (Acceptance Procedure) shall be resolved in accordance with the Dispute Resolution Procedure set out in Clause 49.

5. COST OF REWORK OR REJECTION

5.1 For the avoidance of doubt, the Contractor shall not be entitled to charge the Authority for the cost of correcting any Defects, the cost of the Repeat

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Acceptance Procedure or the cost of failing to achieve Acceptance in respect of any Documentary Deliverables, Deliverables or Milestones under this Schedule 24 (Acceptance Procedure).

- 5.2 Subject to Paragraph 3.13, where the Contractor fails to achieve Acceptance in respect of a Payment Milestone by the applicable date set out in Schedules 5 (Mobilisation Plan) the terms of Paragraph 3.2 of Schedule 6 (Price and Payment Mechanism) shall apply.

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**APPENDIX 1:¹ LIST OF DOCUMENTARY DELIVERABLES,
DELIVERABLES AND MILESTONES REQUIRING A PRODUCT
DESCRIPTION**

REDACTED

¹ As amended by CR0064, CR 0056



APPENDIX 2: TEMPLATE PRODUCT DESCRIPTION

Product description template

Contractor:	
Contractor details:	

Revision History

Revision date	Revision number	Author	Summary of changes

Distribution

Name	Title & Company	Issue date	Revision number

RACI

Name	Title	Organisation	Role			
			R	A	C	I

Approval

Product Description Approved on behalf of MoJ by:		Date:	
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Purpose/Background information

1. Deliverable/Milestone Title & Identifier:	
2. Target Acceptance Date:	As per the Integrated Mobilisation Plan
3. Review timescales for document	
4. Purpose:	
5. Composition:	
6. Derivation:	
7. Format & Presentation:	
8. Acceptance Criteria:	
9. Quality Method:	
10. People or Skills Required for Reviewing/Testing & Approving the Product:	
11. Authority Acceptance Team:	

Related Deliverables and Milestones

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**APPENDIX 3: FORM OF ACCEPTANCE CERTIFICATE AND
REJECTION CERTIFICATE**

ACCEPTANCE CERTIFICATE

Certificate No.

Date of Issue:

Product/Deliverable Code	
Deliverable Name	
Provider	
Strand/Area	
Assessor(s)	
Version assessed against	

2. Acceptance Tests and Acceptance Criteria

Criteria/Deliverable to which Acceptance Relate	Description of Acceptance Tests	Description of Acceptance Criteria
	(Written Report, Document, Presentation, Schedule Completion, etc)	Completion of Written Report, Document, Presentation, Schedule Completion,

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3. Statement by assessor(s) confirming evidence of completion of defined activities

The deliverable is of an appropriate quality to be accepted.

4. Approval

This is to certify that Lot.. have achieved the Acceptance Criteria detailed within this Deliverable specified.

Signed	Designation	Date

REJECTION CERTIFICATE**Certificate No.****Date of Issue:**

Product/Deliverable Code	
Deliverable Name	
Provider	
Strand/Area	
Assessor(s)	
Version assessed against	

2. Acceptance Tests and Acceptance Criteria

Criteria/Deliverable to which Acceptance Relate	Description of Acceptance Tests (Written Report, Document, Presentation, Schedule Completion, etc)	Description of Acceptance Criteria Completion of Written Report, Document, Presentation, Schedule Completion,

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3. Statement by assessor(s) confirming evidence of completion of defined activities

There are outstanding comments on this deliverable which need to be resolved before the document can be accepted.

4. Approval

This is to certify that Lot.. have not achieved the Acceptance Criteria detailed within this Deliverable specified.

Signed	Designation	Date



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SCHEDULE 25

COMMERCIALLY SENSITIVE INFORMATION

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1. Preferred Bidder Documentation

Document	Confidential Information	IA/Security Risk
Accreditation Plan	REDACTED	REDACTED
SWG ToR	REDACTED	REDACTED
Security Architecture	REDACTED	REDACTED
Crypto Management Plan	REDACTED	REDACTED
BIA	REDACTED	REDACTED
Technical Risk Assessment in accordance with HMG IS 1& 2 standard	REDACTED	REDACTED
Risk Register and Risk Treatment Plan - HMG IS1 and 2 document	REDACTED	REDACTED

2. Monitoring and Mapping Contractor Contract Documentation

Document	Clause	Confidential Information	IA/Security Risk
Authority-Airbus Defence and Space Limited EM Monitoring and Mapping Services Agreement	REDACTED		
Schedule 1 Interpretation and Definitions	REDACTED	REDACTED	REDACTED
Schedule 2 Specifications	REDACTED	REDACTED	REDACTED
High Level Design	REDACTED	REDACTED	REDACTED
ICD defining the interface between the EM&FS Service and the EM Monitoring and Mapping Service	REDACTED	REDACTED	REDACTED
ICD defining the interface between the EM Monitoring and Mapping Service and the EM Hardware Service	REDACTED	REDACTED	REDACTED
ICD defining the interface between the EM Monitoring and Mapping Service and the EM Network Service	REDACTED	REDACTED	REDACTED
Schedule 3 Third Party Software Licences	REDACTED	REDACTED	REDACTED
Schedule 4 EM Testing	REDACTED	REDACTED	REDACTED
Schedule 5 Mobilisation Plan	REDACTED	REDACTED	REDACTED

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Schedule 6 Price and Payment Mechanism	REDACTED	REDACTED	
Schedule 7 Performance Management, Contract Delivery Indicators and Management Reporting	REDACTED	REDACTED	REDACTED
Schedule 8 TUPE and Employees	REDACTED	REDACTED	REDACTED
Schedule 9 Parent Company Guarantee	REDACTED	REDACTED	REDACTED
Schedule 10 Notices	REDACTED	REDACTED	REDACTED
Schedule 11 Exit Management and Transfer	REDACTED	REDACTED	REDACTED
Schedule 12 Audit	REDACTED	REDACTED	REDACTED
Schedule 13 Security	REDACTED	REDACTED	REDACTED
Schedule 14 Equality	REDACTED	REDACTED	REDACTED
Schedule 15 Authority Policies	REDACTED	REDACTED	REDACTED
Schedule 16 Financial Distress	REDACTED	REDACTED	REDACTED
Schedule 17 Approved Sub-Contractors	REDACTED	REDACTED	REDACTED
Schedule 18 Contractor's Key Staff	REDACTED	REDACTED	REDACTED
Schedule 19 Sustainability Reporting Requirements	REDACTED	REDACTED	REDACTED
Schedule 20 BCDR	REDACTED	REDACTED	REDACTED
Schedule 22 Insurance Requirements	REDACTED	REDACTED	REDACTED
Schedule 23 European Social Fund	REDACTED	REDACTED	REDACTED
Schedule 24 Acceptance Procedure	REDACTED	REDACTED	REDACTED
Schedule 25 Commercially Sensitive Information	REDACTED	REDACTED	REDACTED
Schedule 28	REDACTED	REDACTED	REDACTED
Schedule 30 Managed Hosting Services	REDACTED	REDACTED	REDACTED

3. Detailed Design and Project Documentation

Airbus Defence and Space Limited reserves the right to add documentation to this CSI register during the course of the contract.



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SCHEDULE 28

SUSPENSION AGREEMENT

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1. BACKGROUND

- 1.1 This Schedule 28 sets out the changes to the Contract as a result of the Suspension Agreement. This agreement is the suspension of performance of the Authority's and the Contractor's obligations to each other under the Lot 2 Contract and the Integration Agreement, on the terms set out in this Schedule.

2. INTERPRETATION AND DEFINITIONS

- 2.1 In this CN, unless the context otherwise requires, the following words and expressions have the following meanings:

"Change" has the meaning given to it in Schedule 1 (Interpretation and Definitions) of the Lot 2 Contract;

"Fixed Services Price" has the meaning given to it in paragraph 1c) of Schedule 1;

"Fixed Services Requisition Form Price" a form, based upon the template in Schedule 3 of this Schedule 28, for commission Fixed Price Services in accordance with paragraph 4.1.1

"Minimum Resource Profile" has the meaning given to it in paragraph 2 of Schedule 1;

"Programme Director" means the representative of the Authority (whom the Authority shall notify to the Contractor) with the express responsibilities set out in this CN18;

"Resource Requisition Form" a form, based upon the template in Schedule 3 of this CN, for requisitioning resources in accordance with paragraph 4.1.1;

"Suspended Works" has the meaning given to it in paragraph 3.2;

"Suspension Effective Date" CN means the date of signature of this CN by the last of the Authority or the Contractor;

"Suspension Expiry " has the meaning given to it in paragraph 3.1;

"Suspension Period" means the period of time running from and including Suspension CN Effective Date until the Suspension Expiry, as may be extended pursuant to paragraph 3.5;

"Suspension" means the services set out in paragraph 44.1 (and further

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Services" described in Schedule 1);

**"Suspension
Services Charges"** means the charges specified in paragraph 4 and calculated
in accordance with Schedule 2 of this CN18.

2.2 Any capitalised terms not defined in this CN shall have the meaning given to them in the Lot 2 Contract.

3. **SUSPENSION OF PERFORMANCE OF LOT 2 CONTRACT**

3.1 The Parties have agreed that a temporary suspension, as described in this CN, shall be in place until the Parties agree a subsequent Change to the Lot 2 Contract pursuant to paragraph 33.5 below (the "Suspension Expiry")

3.2 Save in respect of the Suspension Services (as defined in paragraph 44.1 below) and subject to paragraph 88.2, the Parties have agreed that the performance of (and all obligations to perform) any and all Services relating to the achievement of Milestones of both the Authority and the Contractor shall be suspended during the Suspension Period (the "Suspended Works").

3.3 On execution of this CN a new Clause 2.2A shall be deemed to be added to the Lot 2 Contract, as follows:

"CN0018 dated 19th December 2016 prevails over any other provision of this Contract existing prior to the date of CN0018 to the extent of any conflict or inconsistency and no provision in Clause 2.2 shall limit the effectiveness of this overriding provision."

3.4 In respect of its obligations during the Suspension Period, the Contractor expressly acknowledges and agrees the following:

3.4.1 during the Suspension Period the Contractor shall not work on the Suspended Works unless authorised to do so by the Authority pursuant to paragraphs 44.1.1 or 44.1.3 below. The Contractor shall accordingly reduce their resource levels from those required to deliver the Suspended Works, but the Contractor undertakes to ensure that all relevant resources are made available in time for the Suspension Expiry, so that the Contractor is in a position to resume the Suspended Works in accordance with paragraph 6.6.1;

3.4.2 during the Suspension Period, the Contractor shall not be entitled to receive any Charges, payment, compensation for costs or expenses or other remuneration whatsoever from the Authority which would otherwise be payable under the Lot 2 Contract and/or the Integration Agreement, including any delays or disputes relating to the same, save for payment of the Suspension Services Charges; and

3.4.3 the Contractor shall, at no additional cost or expense to the Authority save for the Suspension Services Charges, and without prejudice to any other obligation(s) which it owes to the Authority, ensure that all existing assets, equipment, materials, information, data, records, Intellectual Property Rights, works and systems acquired, built, generated or otherwise relating to the Lot 2 Contract and/or the Integration Agreement are at all times preserved and maintained to no lesser quality, state of development and repair or standard than they existed immediately prior to the Suspension Period, unless otherwise agreed in writing by the Parties

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including with the express prior written consent of the Programme Director, so as to ensure that the Authority does not incur additional costs and/or suffers no additional delay to the achievement of its respective Services Commencement Date and Contract Performance Point pursuant to its EM Services Contract.

- 3.5 During the Suspension Period, the Parties shall work together in accordance with the Integrated Contract Change Procedure to agree the terms of a Change to the Lot 2 Contract and Integration Agreement that shall set out the manner in which the suspension in paragraph 3.1 of this CN shall be brought to an end and the Suspended Works shall recommence.

4. **SUSPENSION SERVICES**

- 4.1 During the Suspension Period, the Contractor shall:

4.1.1 provide any or all of the Suspension Services described in Schedule 1 to this CN by means of the Minimum Resource Profile (and any additional resources as agreed between the Parties) at the discretion of the Authority. The Authority shall be entitled to direct the Minimum Resource Profile set out in Schedule 1 of this CN for the purposes of carrying out the Suspension Services. In the event that additional resources are required at any time to carry out the Suspension Services in addition to the Minimum Resource Profile, the Parties shall agree in writing using a Resource Requisition Form, including with the express prior written consent of the Programme Director, on the provision of and the charges for such additional resources;

4.1.2 provide any or all of the Suspension Services described in Schedule 1 to this CN on the basis of Fixed Price Services agreed in writing between the Parties using a Fixed Price Services Requisition Form defined in Schedule 4 to this CN. The Contractor shall provide the Fixed Price Services to the Authority in accordance with the Fixed Price Services Requisition Form;

4.1.3 perform additional Services (if any) as may be agreed in writing by the Parties, including with the express prior written consent of the Programme Director; and

4.1.4 comply with all obligations except those expressly suspended pursuant to this CN, together, the "**Suspension Services**".

- 4.2 The Contractor acknowledges and agrees that the terms and conditions relating to the Services under the Lot 2 Contract, including but not limited to Clause 15 (Contract Standards) and Clause 18 (Warranties), shall apply equally to the Suspension Services.

- 4.3 During the Suspension Period, subject to paragraph 4.4 below, all governance arrangements set out in (or established pursuant to) Schedule 8 (Governance Arrangements) of the Integration Agreement shall continue, unless the Authority (in its sole discretion) notifies the Contractor that such governance arrangements shall be varied or suspended (and where the Authority gives notice of such a suspension, the Parties agree that a further change notice shall not be required to give effect to that suspension).

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- 4.4 The existing meeting structure and frequency shall cease to apply during the Suspension Period. For the avoidance of doubt, the Contractor shall only be expected to attend the following meetings during the Suspension Period, unless otherwise agreed in writing with the Authority;
- a. Weekly catch-up meetings;
 - b. Weekly Resource update meetings
 - c. Monthly Lot principals meeting;
 - d. Ad-hoc attendance at workshops and meetings as agreed in accordance with paragraph 4.1.1
- 4.5 During the Suspension Period, the Authority may, in its sole discretion, elect by notice to the Contractor to suspend or vary any activities under the Integrated Change Procedure in connection with any existing or proposed Change requests and/or Change Notices under the Integrated Change Procedure, provided that to the extent that the Change Notices are agreed in accordance with a varied Integrated Change Procedure pursuant to this paragraph, such Change Notices shall be deemed to have validly amended the Lot 2 Contract and the Parties agree that they hereby waive any future right to challenge the validity of such Change Notice on any ground relating to the Integrated Change Procedure.. For the avoidance of doubt, this paragraph shall not prevent the Authority from progressing such Change and/or Change Notices where it considers that such is necessary to ensure that the Contractor (and any other EM Contractors) are ready to re-commence work on the EM Services on expiry of the Suspension Period.
- 5. SUSPENSION SERVICES CHARGES**
- 5.1 The Contractor agrees that the Suspension Services Charges shall fully compensate the Contractor for the provision of the Suspension Services and all costs and expenses incurred by the Contractor during the Suspension Period (including the costs and expenses of standing-down resources and staff and of subsequently re-engaging resources and staff in time for the end of the Suspension Period).
- 5.2 Without prejudice to paragraph 55.1, the Contractor agrees that save for the Suspension Services (which are compensated via the Suspension Services Charges, as set out in paragraph 55.1) any work undertaken or costs incurred by the Contractor during the Suspension Period shall be undertaken at its own cost and the Authority shall owe no liability to the Contractor.
- 5.3 Any amounts payable to the Contractor in accordance with the Lot 2 Contract (including Milestone Payments) following the end of the Suspension Period shall be reduced or extinguished to the extent that the Contractor has already received or is to receive such amount through the Suspension Services Charges. A reconciliation shall be carried out by the Contractor and a report provided to the Authority on the Suspension Expiry (in accordance with the open book template arrangements set out in Appendix B of Schedule 6 of the Lot 2 Contract) to identify and substantiate the Suspension Services and Suspension Services Charges which reduce or extinguish the Charges that would otherwise be payable by the Authority.



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- 5.4 The Suspension Services Charges shall be deemed to form part of the Contract Price under the Lot 2 Contract for the purposes of invoicing and other payment provisions under the Lot 2 Contract.

6. TRANSITION FOLLOWING SUSPENSION PERIOD

- 6.1 Following the Suspension Expiry, unless any variations to the Services or Changes have been separately agreed with the Authority in accordance with the Integrated Change Procedure, the Suspension Services (and consequently the payment by the Authority of the Suspension Service Charges) shall cease (other than those Suspension Services that form part of the Services continuing after the Suspension Expiry) and the performance of all Services (and all obligations to perform them) by the Contractor which were suspended during the Suspension Period pursuant to paragraph 3.2 above shall revert to being binding upon the Contractor.
- 6.2 The Parties agree that the Contractor shall maintain the EM Software during the Suspension Period. The Contractor shall, from time to time, and no less than every 30 days, provide a plan and timetable for ensuring readiness of the EM Software.

7. LIABILITY

- 7.1 The limitations and exclusions set out in Clause [38] of the Lot 2 Contract (as amended in the terms set out in paragraph 7.3 below) shall apply to any actions, steps, deliverables and other performance or compliance (including non-performance or non-compliance) with this CN as if such was performed or to be complied with under the Lot 2 Contract.
- 7.2 For the avoidance of doubt (and without limitation), where the Contractor carries out Suspension Services which contribute to the development of the EM System, the Contractor's liability in respect of such Suspension Services shall be determined as if all of the activities had taken place outside the Suspension Period and pursuant to the Lot 2 Contract.
- 7.3 Clause 38.9 of the Lot 2 Contract shall be amended to read as follows (additional wording underlined):

Unless otherwise expressly provided, the maximum amount for which the Contractor shall be liable to the Authority in any Year with respect to this Contract and the Integration Agreement shall be limited to an aggregate amount for that Year equivalent to REDACTED of the aggregate of the Monthly Contract Price for all Months of that Year or, REDACTED For the avoidance of doubt, the provisions of paragraph 7.3 shall be effective for the duration of the Term of the Lot 2 Contract.

8. CONTRACT STRUCTURE AND PRECEDENCE

- 8.1 Further to paragraph 33.3 above, the Parties acknowledge and agree that this CN has been agreed in accordance with the Integrated Contract Change Procedure; that it has therefore been agreed in accordance with Clause 24 of the Lot 2 Contract; and has validly amended the Lot 2 Contract as set out in this CN, and the Parties therefore waive any right(s) which they may have had to challenge the validity of this CN on any ground relating to the Integrated Change Procedure.



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- 8.2 If there is any inconsistency between the provisions of this CN and the Lot 2 Contract and/or the Integration Agreement, the provisions of this CN shall take priority over the provisions of the Lot 2 Contract and/or the Integration Agreement, and shall be deemed to vary the applicable provisions of the Lot 2 Contract and/or the Integration Agreement.
- 8.3 Without limitation, those provisions of the Integration Agreement and the Lot 2 Contract (and each of the Parties respective obligations, rights and remedies) relating to confidentiality, data protection, security, intellectual property rights, the granting of licences, governance, dispute resolution, personnel and key personnel, payment, limitations and exclusions of liability, audits, register and record keeping and (if required) exit management and transfer remain in full force and effect, and paragraph 3 above shall not relieve the Authority or the Contractor of their respective obligations under such provisions.
- 8.4 For the avoidance of doubt, those provisions relating to the Suspended Works, or under which the Suspended Works would have been performed, are not terminated or amended by this CN, save in respect of the obligation for either the Contractor or the Authority to perform those Suspended Works. They will therefore remain in full force and effect throughout the Suspension Period, but the Contractor and/or the Authority shall not be in breach of contract by failing to perform them.

SCHEDULE 1 – SUSPENSION SERVICES**1. Suspension Services**

The Suspension Services may be made up of the following activities:

(a) Lot Support

1. Services in connection with the EM Programme and the Authority's re-procurement of Lot 3, including but not limited to:
 - a. reviewing tender documents,
 - b. responding to questions from suppliers,
 - c. supporting workshops with the bidders on technical and operational issues,
 - d. assisting in the assessment of the costs of changes that may be required as a result of the solutions offered by the Lot 3 bidders,
 - e. assisting in the planning of the re-commenced Mobilisation activities,
 - f. providing input into changes that may be proposed to the Integration Agreement
2. Impact assessment and ROM costs for possible Lot 3 designs

(b) Replanning & Re-baselining Support

Support relating to the re-baselining and replanning of the EM Programme and contracts, taking into account the addition of a new Lot 3 Contractor and all reasonably incidental matters, including but not limited to:

- a. Reviewing planning documentation
- b. Providing information to support EM Programme planning activities
- c. Plan timetable and implement for EM Software readiness as per paragraph 65.2
- d. Repricing of Lot FRTs
- e. Agreeing Change to the Lot 2 Contract that shall set out the manner in which the Suspended Works shall recommence
- f. Making relevant resources available in time for Suspension Expiry
- g. Any reasonable ad-hoc requests for information

(c) Fixed Price Mobilisation Activities

Activities relating to the EM Programme provided pursuant to approval of a Mobilisation Change Request (MCR) by the Authority Programme Board including but not limited to:

- I. Design Activity
- II. Development
- III. Test and defect resolution
- IV. Programme Overhead and Governance.
- V. Operational costs
- VI. Programme Reporting

These Fixed Price Services will be incorporated into the Lot 2 Contract as part of the reset activity being undertaken by both Parties. The changes may be made in relation to the

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following provisions of the Contract including but not limited to:

- The main terms and conditions
- Schedule 2 (Specifications)
- Schedule 5 (Mobilisation Plan)
- Schedule 6 (Price and Payment Mechanism)

2. Minimum Resource Profile

The following minimum resource profile shall be provided by the Contractor during the Suspension Period (unless otherwise agreed by the Authority and the Contractor) (the "**Minimum Resource Profile**"). Suspension Services provided under paragraph 1 a) and 1 b) of this Schedule 1 will be provided from the Minimum Resource Profile:

Resource	Day Rate	Number
REDACTED	REDACTED	REDACTED

3. Provision of Personnel from the Minimum Resource Pool

- 3.1 The Contractor shall make available to the Authority the personnel specified in the Minimum Resource Profile or as may be agreed by the Parties from time to time to work on the Suspension Services pursuant to this CN during the Suspension Period.
- 3.2 The Authority and the Contractor shall agree the roles of the personnel provided to perform the Suspension Services. In the event that additional personnel are required beyond those available in the Minimum Resource Profile the Parties shall agree on the provision of additional personnel by the Contractor or the scope of the applicable Suspension Services shall be reduced, as the case may be.
- 3.3 In the event of the Contractor's personnel being unavailable the Contractor shall use all reasonable endeavours to provide replacement Personnel who are appropriately qualified and experienced. The Contractor shall notify the Authority as soon as reasonably possible after it becomes aware that any Personnel shall become unavailable to work on the Suspension Services.



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- 3.4 The Contractor's personnel working on the Suspension Services may be required, on request and as agreed with the Contractor, to be located at the Authority's premises in central London or in the Authority's usual office accommodation. The Contractor will provide its personnel with all necessary IT and office resources.
- 3.5 Travel costs to and from the Contractor's normal place of work are covered within the Suspension Service Charges. The Authority shall reimburse other travel and subsistence costs incurred by the Contractor's personnel and in the proper performance of the relevant Suspension Services under this CN provided that the Contractor has obtained the Authority's prior written approval before incurring such costs through the Resource Requisition Form (with the exception of staff included in the Minimum Resource Profile for which the Authority will reimburse expenses through the monthly submission of costs incurred). In respect of those resources requested through the Resource Requisition Form the Contractor shall only be able to claim those expenses submitted through an approved Resource Requisition Form (which may be amended by agreement of both Parties) as per paragraphs 4.1.1 and 4.1.3. The Contractor will endeavour to mitigate any such expenses. For the avoidance of doubt, expenses for staff contained within the Minimum Resource Profile shall be submitted as per the process set out in Schedule 2 ~~P~~part C. Any expenses paid during the Suspension Period shall be subject to audit as per Schedule 12 in the Lot 2 Contract.
- 3.6 For the avoidance of doubt, if the Authority requests the Contractor to attend meetings or workshops using the Minimum Resource Profile then this shall be considered as Authority written approval to the Contractor for out of pocket expenses.

4. **Fixed Price Services**

- 4.1 Suspension Services provided under paragraph 1 c) of this schedule will be provided on the basis of a fixed price for the relevant MCR or MCRs (**Fixed Price Services**). The day rates applicable to Fixed Price Services are set out in Schedule 2 part A "Fixed Price Day Rates. These rates are based on day rates for change from Schedule 6 to the Lot 2 Contract; REDACTED
- 4.2 The Authority shall reimburse other travel and subsistence costs incurred by the Contractor's personnel and in the proper performance of the relevant Suspension Services under this CN provided that the Contractor has detailed the costs in the Fixed Price Services Requisition Form or otherwise obtained the Authority's prior written approval before incurring such costs. Any expenses will be charged at cost and the Contractor will endeavour to mitigate any such expenses. Any expenses paid during the Suspension Period shall be subject to audit as per Schedule 12 in the Lot 2 Contract.

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SCHEDULE 2

SUSPENSION SERVICE CHARGES

Part A: Lot 2 Day Rates – Minimum Resource Profile

Who	Year 0
Project Management Day Rate	REDACTED
Technical Management Day Rate	REDACTED
Technical Engineer Day Rate	REDACTED

Part B: BOM Annual Maintenance Charge

The Parties acknowledge that the BOM Annual Maintenance Charge will remain payable by the Authority during the Suspension Period at the applicable rate set out below:

	Contract Year 1	Contract Year 2	Contract Year 3
Optional Annual maintenance charge for POC BOM	REDACTED	REDACTED	REDACTED

Part C: Minimum Resource Profile Charges

The Suspension Service Charges payable in relation to the Minimum Resource Profile shall be calculated on a recurring monthly basis using the resource numbers and rates detailed in Schedule 1, paragraph 2, to the extent that such resources are made available to, and under the direction of, the Authority and provided that the day rates shall be applied pro rata where less than a full day is worked by a particular resource.



Part D: Lot 2 Day Rates Fixed Price Services

Who	Year 3
Project Management Day Rate	REDACTED
Technical Management Day Rate	REDACTED
Technical Engineer Day Rate	REDACTED

REDACTED

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SCHEDULE 3**LOT 2 SUSPENSION AGREEMENT RESOURCE REQUISITION FORM**

Reference Number: **[insert number]**

Version: **[insert number]**

**SECTION 1: AUTHORITY REQUEST FOR ADDITIONAL RESOURCE ABOVE THE 'MINIMUM
RESOURCE PROFILE' IN RELATION TO THE SUSPENSION PERIOD (Ref: Change Notice CN[18])**

This request for resources is made by the Authority to the Lot 2 Contractor pursuant to the Lot 2 Contract and in particular the terms of Change Notice CN [18], paragraph 4.1.1.

[insert box]

Assignment:.....

Resources Required:

Skill set / Experience / Specialism	Number	Start Date	End Date	Day Rate (from agreed rates - Part A, Schedule 2 of CN[18])	Total days or part- days included	Expenses	Additional info

Notes for the above table:

The Contractor confirms that none of the above resources are funded by existing Charges under the Lot 2 Contract or the Suspension Service Charges as at the date of this request, unless and to the extent that such Charges are identified in the 'Additional Info' column of the table or agreed by the Parties in writing.

The Parties accept and acknowledge that the resource numbers in the table above are subject to change due to changes in the assignment. The Contractor shall use all reasonable endeavours to mitigate costs in the event of under utilisation including carrying forward any unused resource to other Assignments if possible



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Estimated Cost:£[●] :.....

Less Discount:.....

Total:.....

SECTION 2: LOT 2 CONTRACTOR CONFIRMATION:

The Contractor hereby agrees that it can meet the requirement above and shall fulfil this request under the terms of CN[18] within estimated costs. The Parties agree to monitor resource utilisation and effectiveness on a weekly basis as per paragraph 4.4 unless otherwise agreed in writing

.....

[Contractor's Representative]

AUTHORITY:

Authority hereby confirms its agreement and the express consent of the Programme Director:

[Programme Director]

SCHEDULE 4**LOT 2 FIXED PRICE SERVICES REQUISITION FORM**Reference Number: **[insert number]**Version: **[insert number]****1. SECTION 1: AUTHORITY REQUEST FOR “FIXED PRICE SERVICES” IN
RELATION TO THE SUSPENSION PERIOD (REF: CHANGE NOTICE CN 20)**

This request for Fixed Price Services is made by the Authority to the Lot 2 Contractor pursuant to the Lot 2 Contract and in particular the terms of Change Notice CN 20, paragraph 3.1.2 and Schedule 1 paragraph 1c).

1. Mobilisation Change Requests

[List of all Authority Programme Board approved MCRs which are covered by the Fixed Price Services Form. Attach MCRs to Form]

The individual MCRs detail the scope of the activity associated with each individual change. The Parties agree that on Suspension Expiry these will be used to derive requirements which will then be incorporated into an updated Schedule 2.

2. Delivery Milestones

Deliverables: As part of the Fixed Price Services the following Milestones are agreed:

	Milestone Activity	Timescale
1		
2		

3. Delivery Milestone Acceptance Process

Any testing conducted by the Contractor as part of the MCR(s) shall comply with EM Programme Test Strategy

[Describe]

4. Authority Responsibilities

As part of the Fixed Price Services the following Authority Responsibilities need to be completed in accordance of the timescales listed below. Any failure or delay to provide these items will impact the Fixed Price Services. [inserted from the MCRs]

#	Authority Responsibility	Required by
1		
2		
3		
4		
5		

5. Summary of Charges

[Delete any that are not applicable]

Services Component	Price*
Design	
Development	
Test	
Programme Gov & Overhead	
Ongoing operational costs	
Totals	

* Price inclusive of Profit and Risk

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The Authority will raise a PO no later than 30 working days of signature of this Fixed Price Services Requisition Form for the above referenced charges. The Contractor will be required to demonstrate evidence of the achievement of Milestones when submitting an invoice to the Authority for payment

The pricing model implemented in this Fixed Price Services Requisition Form applies only to the underlying MCRs described herein, and no precedent shall be set or implied as to the calculation of costs for the Contract and its other MCRs

6. Payment Milestones

	Milestone	Date	Payment
1			
2			

7. Travel and Subsistence Charges

[Delete if not applicable]

8. Services Charges

[Detail any impact on Operational Service price, delete if not applicable]

9. Recurring Charges

[Delete if not applicable]

10. Third Party Charges

[Delete if not applicable]

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SECTION 2: LOT 2 CONTRACTOR CONFIRMATION:

The contractor hereby agrees that it can meet the requirement above and shall fulfil
this request under the terms of CN[20] within estimated costs.

.....

[Contractor's Representative]

AUTHORITY:

2. Authority hereby confirms its agreement and the express consent of the
Programme Director:

[Programme Director]

SCHEDULE 30**MANAGED HOSTING SERVICES**

- 1.1 The Authority shall procure that the EM&FS Contractor provides Managed Hosting Services to the Contractor as a Managed Hosting Services User, to the extent required by the Contractor to meet its obligations under this Contract.
- 1.2 Managed Hosting Services shall be provided as detailed in Annex A to this Schedule, any variations to the Managed Hosting Services shall be managed in accordance with the Integrated Contract Change Procedure.

ANNEX A: MANAGED HOSTING SERVICES FOR THE EM SERVICE

Managed Hosting Services shall include:

1. Provision of Technical Design Authority services for the infrastructure that is provided to the Authority and EM Contractors who request Managed Hosting Services:
 - a. To EM Contractors, to meet their requirements for Managed Hosting Services as specified in EM Contractor requirements documentation including Acceptance Criteria
 - b. To the Authority, to meet the end-to-end Managed Hosting Services requirements by providing an Integrated EM Service to defined Infrastructure Service Levels
 - c. Provision and ongoing update of individual High-Level and Low-Level technical design to the Managed Hosting Service User for their design
 - d. Provision and ongoing update of individual Managed Hosting Service Users and integrated High-Level and Low Level technical designs to the Authority
2. Provision of hosting services that include
 - a. Initial hosted infrastructure provision
 - i. Detailed high-level and low level designs to the Authority and EM Contractor for acceptance.
 - ii. Support to EM Contractors and the Authority at Authority progress meetings
 - iii. Build and hosting service acceptance
 - iv. Test support during Managed Hosting Service User's acceptance of the hosted services according to the agreed acceptance criteria
 - v. Test support to the Authority during integrated testing of the hosted infrastructure
 - vi. Operational support to operational priorities and service levels during testing phases of the Managed Hosted Service User's applications and hosted infrastructure to meet CDI Targets as defined in the EM Contracts.
 - b. Management, operation, and reporting of hosted infrastructure to meet CDI Targets as defined in the EM Contracts
 - c. Updates, patches, and change management services as required by the third party suppliers to the Managed Hosting Services infrastructure and as required by the Managed Hosting Services Users.
 - d. Support for remote access and subsequent enablement of remote management of application services deployed in the Managed Hosting Service.
 - e. Security and system monitoring and reporting sufficient to meet the Information Assurance, Security and CDI Targets in the EM Contract .
 - f. Provision of a service desk, integrated with all EM&FS subcontractors' systems for automatic raising of all hosted infrastructure incidents, that provides management and coordination of the resolution of incidents or

problems experienced by the hosted infrastructure, or reported by Managed Hosting Services Users.

- g. Provision of raw incident and related data from the service desk system to the Authority and Service Management reports to the Authority and EM Contractors

3. Responsibilities of the Managed Hosting Service Provider and the Managed Hosting Service User are identified in the table below:

	Managed Hosting Service Provider	Managed Hosting Service User
Primary and Secondary Datacentre Hosting		
Provision of physical security	Y	
Provision of physically secure external telecommunications access	Y	
Provision of hardware racking/cages	Y	
Provision of generator-backed power supply	Y	
Provision of equipment air-conditioning, water detection, gas detection, fire detection and suppression	Y	
Provision of customer access control	Y	
Colocation		
Provision of equipment hosting within Primary and Secondary Datacentres	Y	
Provision of remote hardware and equipment support services	Y	
Managed Hosting		
Provision of management infrastructure	Y	
Provision of management software	Y	
Provision of management services, including change, configuration, and patch management	Y	
Managed Hosting Infrastructure - Purchase/Install/Manage		
Network infrastructure	Y	
Security infrastructure	Y	
Integrated network infrastructure	Y	
Server infrastructure	Y	
Storage infrastructure	Y	
Back up infrastructure and offsite management	Y	
Infrastructure software licences	Y	
Operating system licences	Y	
Security and incident event management (SIEM) tools and licenses	Y	
Telecommunications links (excluding Lot 4)	Y	
Service management tools and licences	Y	
Application deployment, monitoring and management licences	Y	
Application licences as specified in FRT		Y
Application database licences as specified in FRT		Y
Service Management		
Provision of service reporting desk for 1 st and 2 nd line support for co-located and managed hosting infrastructure	Y	
Provision of service reporting desk for 3 rd line support for Application infrastructure	Y	
Provision of service reporting desk for 3 rd line support for hosted Applications		Y

Provision of configuration, change, performance, capacity, incident and problem management for co-located and managed hosting infrastructure	Y	
Provision of configuration, change, performance, capacity, incident and problem management for co-located and managed hosted Applications		Y
Provision of major incident management, business continuity, disaster recovery and return to service support of co-located and managed hosting infrastructure	Y	
Provision of support to major incident management* processes, business continuity, disaster recovery and return to service support of hosted Applications and associated data		Y
Provision of Service Management Reports to Authority design	Y	Y
Information Assurance		
IA accreditation – for co-located and managed hosted infrastructure	Y	
IA accreditation - for Application and database		Y

Table 1 EM Hosting Model