



CONTRACT BETWEEN THE SCOTTISH MINISTERS

AND

PEOPLEPLUS GROUP LIMITED

FOR

DEVELOPMENT & LEARNING

REFERENCE: SPS-02053

JANUARY 2025

Confidentiality

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FORM OF CONTRACT

CONTRACT No. SPS-02053

This Contract is entered in to between:

The Scottish Ministers, referred to in the Scotland Act 1998, represented by the Scottish Prison Service at the:

Scottish Prison Service

One Lochside
1 Lochside Avenue
Edinburgh
Eh12 9DJ

(hereinafter called the “Purchaser”) OF THE FIRST PART

And

PeoplePlus Group Limited (Company Reg. 05722765)

19-20 The Triangle
Ng2 Business Park
Nottingham
NG2 1AE

(hereinafter called the “Supplier”) OF THE SECOND PART

The Purchaser hereby appoints the Supplier and the Supplier hereby agrees to provide for the Purchaser, the Services (as hereinafter defined) on the Terms and Conditions set out in this Contract. The Purchaser agrees to pay to the Supplier the relevant sums specified in Schedule C and due in terms of the Contract, in consideration of the due and proper performance by the Supplier of its obligations under the Contract. The Supplier agrees to look only to the Purchaser for the due performance of the Contract and the Purchaser will be entitled to enforce this Contract on behalf of the Scottish Ministers.

The Contract shall consist of this Form of Contract and the following documents attached hereto which shall be deemed to form and to be read and to be construed as part of the Contract. In the event of conflicts between the documents forming the Contract, the documents shall take precedence in the order listed:

- (i) Form of Contract;
- (ii) Schedule A: Conditions of Contract;
- (iii) Schedule B: including the Specification;
- (iv) Schedule C: Pricing Document; and
- (v) Schedule D: Suppliers Proposal.

In the event of any ambiguity, discrepancy or conflict within the Contract that remains after the documents have been taken in order of the above precedence, then such ambiguity, discrepancy or conflict shall be referred to the Purchaser for resolution.

The Contract shall constitute the entire agreement between the parties as to the Services to be provided in accordance with the Contract and shall supersede and take the place of all documents, minutes of meetings, letters or notes, which may be in existence at the date hereof and all statements, representations and warranties which may have been made by or on behalf of the parties hereto. The Supplier recognises and agrees that notwithstanding the foregoing nothing in this Contract shall be construed as affecting any liability in law upon the Supplier for any misrepresentation made to the Purchaser, which may have induced the Purchaser to award and enter into this Contract.

The contractual representative acting for the Scottish Ministers on all matters in relation to the Contract shall be the nominated representative, which shall be provided in writing, from the Procurement Policy & Services Department based at Scottish Prison Service Headquarters, One Lochside, 1 Lochside Avenue, Edinburgh, EH12 9DJ, who shall be the Supplier's principal point of contact on matters pertaining to the Contract. The Contract may only be amended by a clear statement in writing signed by a duly authorised representative of each of the parties hereto.

IN WITNESS WHEREOF these presents typewritten on this and the preceding page together with Schedules A, B, C and D annexed hereto are executed as follows:

At

On **Of** **2025**

SIGNED for and on behalf of **The Scottish Ministers**

By: [Redacted]

Witness: [Redacted]

Name: [Redacted]

Name: [Redacted]

Title: [Redacted]

At

On **Of** **2025**

SIGNED for and on behalf of **PeoplePlus Group Limited**

By: [Redacted]

Witness: [Redacted]

Name: [Redacted]

Name: [Redacted]

Title: [Redacted]

This is Schedule A referred to in the foregoing Contract number SPS-02053 between the Scottish Ministers and PeoplePlus Group Limited

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PREAMBLE:

- ONE The Purchaser requires the provision of services;
- TWO On 8th May 2024 the Purchaser's contract notice relating to the Service was published in the Public Contracts Scotland portal with reference number SPS-02053;
- THREE On 3rd June 2024 the Supplier completed its SPD;
- FOUR On 1st August 2024 the Purchaser issued its Initial ITT to potential Suppliers (including the Supplier) in respect of the provision of the Services;
- FIVE On 13th September 2024 the Supplier submitted its Initial Tender;
- SIX On 12th November 2024 the Purchaser issued its Final ITT to potential Suppliers (including the Supplier) in respect of the provision of the Services;
- SEVEN On 27th November 2024 the Supplier submitted its Final Tender;
- EIGHT On the basis of the Tender, the Purchaser has selected the Supplier to supply the Services under the Contract;
- NINE The Contract establishes standard terms of supply for the provision of the Services;
- TEN The Contract also includes:
- a Specification setting out the Services that the Supplier has undertaken to provide, including Service Levels setting out particular levels of service that the Supplier has undertaken to meet (Schedule B);
 - a Pricing Schedule setting out details of the pricing of the Services (Schedule C);
 - details of Key Individuals involved in the provision of the Services (Schedule D);
 - details of approved sub-contractors as at Contract award (Schedule D);
 - details of the Supplier's information which is deemed to be Supplier Sensitive Information;
 - Ordering Procedures prescribing the procedures for ordering particular Services; and
 - Management Arrangements for the strategic management of the relationship between the Parties.

SUBSTANTIVE PROVISIONS:

SECTION A: INTRODUCTORY PROVISIONS

1. Definitions and Interpretation

1.1. In the Contract, unless the context otherwise requires, the following terms have the meanings given to them below:

“Annual Learning Plan” or **“ALP”** means the plan for the delivery of the Services in an Establishment;

“Baseline Personnel Security Standard” means the pre-employment controls for all civil servants, members of the Armed Forces, temporary staff and government Suppliers generally;

“Commencement Date” means 24th February 2025;

“Contract” means this Contract between the Parties consisting of clauses and «F20: number of Schedules» Schedules;

“Contracting Authority” has the meaning given in regulation 2 of the Public Contracts (Scotland) Regulations 2015;

“Contract Period” means the period of the Contract is from and including the Commencement Date to and including the Expiry Date, unless it is terminated earlier or extended under clause 4.2.

“Contract Term” means the period from the Go Live Date until the Expiry Date or such longer period where the Contract is extended in accordance with Clause 4.2;

“Contract Year” means the period of twelve months between each 1st August and 31st July during the Contract Term;

“Control” has the meaning given in section 450 of the Corporation Tax Act 2010;

“Data Controller”, **“Data Processor”**, **“Data Subject”** and **“Data Subject Access Request”** have the meanings given in the Data Protection Laws;

“Data Protection Laws” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the UK GDPR;

“Default” means any breach of the obligations of a Party (including material breach) or any negligent act, omission or statement of a Party in connection with or in relation to the Contract;

“Deliverable” means any thing to be delivered to by the Supplier to the Purchaser and identified as a deliverable in accordance with the Ordering Procedures;

“Disclosure Level” means the criminal record and background vetting of individuals through Disclosure Scotland at Enhanced level (including verification of any Summary Justice Direct Measures) for the Supplier’s staff or the equivalent Disclosure Levels under the Disclosure Scotland Protecting Vulnerable Groups (PVG) Scheme or other such revisions to the vetting standards;

“Disclosure Scotland” means the body through which Staff are vetted. Disclosure Scotland shall be deemed to include any successor to such body or any other person, firm, governmental department, body, agency, institution, Purchaser or corporate body from time to time having jurisdiction in relation to the criminal record and background vetting of individuals as notified by the Purchaser in relation to security matters at the Establishment;

“Employee Liabilities” means all claims (whether in delict, contract, under statute or otherwise), demands, actions, orders, complaints, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment by way of settlement and costs and expenses and legal costs reasonably incurred in connection with any 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) including:

- claims for redundancy payments, unlawful deduction of wages, claims for equal pay, unfair, wrongful or constructive dismissal compensation; and
- compensation for discrimination on grounds of sex, sexual orientation, race, disability, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity and age or less favourable treatment of part-time workers or fixed term employees.

“Employee Liability Information” has the meaning given in TUPE;

“Environmental Information Regulations” means the Environmental Information (Scotland) Regulations 2004 (and any subordinate regulations made under them from time to time or any superseding or amending regulations) together with any guidance and/or codes or practice issued by the Information Commissioner, the Scottish Information Commissioner and/or any relevant government department in relation to such regulations;

“Establishment”, “Site” or “Premises” means the Purchaser’s prison Establishments listed in Part 3 of Schedule B of this Contract where the Services may be provided and performed as specified in the Contract;

“ePortfolio” means the electronic system to be provided and rolled out within Establishments by the Supplier which enables the Supplier to record all relevant information about the Learner and their progression or achievements (level of engagement with learning activities, qualifications, certifications, or badges achieved, etc), and to produce relevant outcome and management information reporting. For the avoidance of doubt, whilst the ePortfolio system may ultimately develop to reach a position where the system mirrors the information captured and held within a Personal Development Learning Plan (PDLP) or which is currently required to be input by the Supplier into the Prisoner Records System (PR2), the Supplier retains an obligation to undertake both the PDP and PR2 activities;

“Equipment” means IT equipment, plant, tackle, materials (including teaching materials, learning resources and materials) and other equipment/items supplied, used, maintained, repaired or replaced by the Supplier’s Staff in the performance of the Supplier’s obligations under the Contract;

“Excusable Failure” means an incidence of Supplier failure which is, in the sole and reasonable opinion of the Purchaser, wholly or mainly attributable to some event or series of related events which are:

- outside of the reasonable control of the Supplier;
- exceptional or catastrophic and would affect all providers of services similar to the Services in the Establishment in which the failure arose; or
- accepted by the Purchaser as a situation covered by Purchaser Failure.

Excusable failure will only be accepted by the Purchaser on receipt of supporting evidence against each discreet incident provided by the Supplier.

“Exit Management” means the obligations and rights of the Parties to ensure a smooth transition of the Contract from the Supplier to the Purchaser or any Replacement Supplier as set out in clause 60 (Exit Management) and Schedule B;

“Exit Plan” means the exit management plan developed by the Supplier and approved by the Purchaser in accordance with clause 60 (Exit Management);

“Exit Management Date” means each of the following:

- (a) the date of a Termination Notice; and
- (b) if no Termination Notice has been served in relation to this Contract except for any Partial Termination, the expiry of the later of the Initial Term and any extension of the Contract agreed in writing.

“Expiry Date” means a date five (5) years after the Go Live Date or such later date to which the Contract is extended in accordance with clause 4.2 or on completion of the Services as agreed with the Purchaser Representative or PM;

“Extension Period” is up to twenty-four (24) months commencing on the Expiry Date;

“FOISA” means the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time or any superseding or amending enactments or regulations, together with any guidance and/or codes of practice issued by the Information Commissioner, the Scottish Information Commissioner and/or any relevant government department in relation to such legislation;

“Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including industrial action, fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made;

“Good Industry Practice” means standards, practices, methods and procedures conforming to legal and regulatory requirements and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking as the Supplier under the same or similar circumstances;

“Go Live Date” means the 1st August 2025;

“Governor” means the Governor of the Establishment;

“HQ Learning Team” means the Purchaser staff based at SPS headquarters who have oversight responsibility of the Purchaser’s strategy ‘Learning for a Better Future’ and will liaise with the Supplier in relation to the review and sign-off of the ALPs, oversight of management information and outcome reporting, and other matters pertaining to the strategic and operational delivery of the Services;

“Improvement Notice” means any notice served by the Purchaser in the circumstances specified in clause 56;

“Incoming Employees” means individuals whose employment transfers to the Supplier on the commencement of the provision of the Services by operation of TUPE;

“Information Commissioner” means the Commissioner as set out in Part 5 of the Data Protection Act 2018;

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

“ITT” means the Purchaser’s invitation to tender;

“Judicial Order” means an ineffectiveness order or an order shortening the duration of the contract made in relation to the Contract under Chapter 6 of the Public Contracts (Scotland) Regulations 2015;

“Key Individuals” means the Supplier Staff identified as being key individuals for the provision of the Services as set out in Schedule D;

“Law” means:

- (a) any applicable statute or proclamation or any delegate or subordinate legislation;
- (b) any enforceable right forming part of retained EU law within the meaning of the European Union (Withdrawal) Act 2018;
- (c) any applicable guidance, direction, determination, or regulations with which the Purchaser and/or the Supplier is bound to comply;
- (d) any applicable judgment of a relevant court of law which is a binding precedent in Scotland; and
- (e) and requirements of any regulatory body;

in each case in force during the period of the Contract in Scotland.

“Learner” means individuals / prisoners held in custody or on remand in Establishments who have been Screened or self-registered an interest with the Supplier's Staff in pursuing some form of learning & skills activity whilst in custody;

“Lock Indemnity Amount” is 100,000 GBP;

“Management Arrangements” or **“Contract Monitoring”** means the arrangements for the strategic management of the relationship between the Parties, including arrangements for monitoring of the Supplier’s compliance with the Specification, the Ordering Procedures and the terms of the Contract, set out in Schedule B;

“Milestone” means any event or task which must be completed by a particular date, such as the delivery of a Deliverable, identified as a milestone in accordance with the Ordering Procedures;

“Minimum Requirements” means any essential requirements and the standards to be met for these when delivering the Core Service and as detailed in Part 2 of Schedule B;

“Order” means an order for particular Services placed in accordance with the Ordering Procedures;

“Ordering Procedures” means the procedures for ordering particular Services set out at Schedule B;

“Outgoing Employees” means individuals whose employment transfers from the Supplier on the ceasing of the provision of the Services by the Supplier by operation of TUPE;

“Party” means either of the Purchaser or the Supplier;

“Performance Measures” means the range of performance areas that will be used to determine whether the Core Service has been fully delivered and for assessing performance points for the Value Added Service;

“Personal Data” has the meaning given in the Data Protection Laws;

“Personal Development Learning Plan” or **“PDLP”** is a person centred plan (*developed by the Supplier in conjunction with the prisoner*) which builds upon the Screening activity to articulate the prisoner’s journey and the consequent learning & skills pathway for the individual. The nature of the PDLP (brief or detailed) is partly determined by sentence length. Each PDLP is subject to periodic review and update by the Supplier to reflect progression and any revised goals;

“Pricing Schedule” means the details of the pricing of the Services set out in Schedule C;

“Processing” has the meaning given in the Data Protection Laws and cognate expressions shall be construed accordingly;

“Purchaser” means the Scottish Ministers acting through the Scottish Prison Service;

“Purchaser’s Contract Manager” means the person or persons appointed by the Purchaser to perform a contract management or monitoring role and to regularly liaise with the Supplier in terms of ensuring compliance with the various requirements of the Contract. For avoidance of doubt, there will be a number of Purchaser staff engaged in contract management roles inter alia: the Community Justice Policy Manager (oversight of the overall strategy ‘Learning for a Better Future’ and review and sign-off of the ALPs); a Contract Manager from Operations Directorate (liaison with prisons and the Supplier) and a representative from the Procurement Policy & Services Department (commercial and contractual issues);

“Purchaser’s Representative” means the HQ Learning Team, unless otherwise designated by the HQ Learning Team;

“Purchaser’s Local Representative” means the Head of Offender Outcomes or other contact at each Establishment as designated by the Purchaser;

“Purchaser Failure” means an incidence of failure on the part of the Purchaser to discharge a specific duty or responsibility which is within its control and which is clearly and unequivocally a Purchaser duty or responsibility which has a consequent impact on the ability of the Supplier to fully perform some or all its contractual obligations;

“Purchaser Property” means any corporeal moveable property issued or made available to the Supplier by the Purchaser in connection with the Contract;

“Purchaser Protected Information” means any information provided by the Purchaser to the Supplier which:

- carries a protective marking such as “Official”, “Secret” or “Top Secret”; or
- is exempt information as set out in Part 2 of FOISA (disregarding for that purpose whether a provision of Part 2 does not confer absolute exemption within the meaning of section 2(2) of FOISA).

“Relevant Transfer” has the meaning given in regulation 2(1) of TUPE;

“Replacement Supplier” means any third party Supplier appointed to perform the Services by the Purchaser from time to time;

“Request for Information” means a request for information within the meaning of section 8 of FOISA or the Environmental Information Regulations and any attempted or apparent such request;

“Schedule” means a schedule annexed to, and forming part of, the Contract;

“Screening” means the process whereby the Supplier engages with prisoners (on an individual or collective basis) to employ the tools (determined and/or agreed by the SPS) to gather specific information regarding the Literacy, Numeracy, Digital and Employability / Skills level for the individual, and to re-assess progression. Screening shall also include neurodiverse / Learning Difficulty and/or Disability (LDD) using the Supplier’s professional judgement and relevant tools held by the Supplier;

“Services” means the services as specified in Schedule B to this Contract to be provided by the Supplier to the Purchaser;

“Service Levels” means the Service Levels identified as such in the Specification;

“Specification” means the Purchaser’s general requirements for the provision of Services set out in Schedule B;

“SPD” means the Single Procurement Document (Scotland) completed by the Supplier and sent to the Purchaser;

“Staffing Information” means such information as the Purchaser may request in an anonymised format or otherwise including:

- ages;
- dates of commencement of employment or engagement;
- sex;
- job or role descriptions and objectives of role;
- details of whether they are employed, self-employed Suppliers or consultants, agency workers or otherwise;
- the identity of the Purchaser or relevant contracting party;
- their relevant contractual notice periods and any other terms relating to termination of employment including redundancy procedures and redundancy payments;
- their wages, salaries and profit sharing arrangements as applicable;
- details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- any other Employee Liability Information.

“**Supplier**” means PeoplePlus Group Limited;

“**Supplier Failure**” means an incidence of failure which is wholly or mainly attributable to failure on the part of the Supplier to perform any element or part of the services in accordance with the relevant Performance Measures and which is not a Purchaser Failure or an Excusable Failure;

“**Supplier Sensitive Information**” means any information provided by the Supplier to the Purchaser (disregarding any protective marking or assertion of confidentiality) which:

- is specified as Supplier Sensitive Information by the Supplier; and
- is exempt information pursuant to sections 33(1) or 36, 38 or 39 of FOISA (having regard for that purpose to the public interest there might be in disclosing such information as referred to in section 2(1)(b) of FOISA).

“**Supplier Staff**” or “**Staff**” means all persons engaged by the Supplier in the performance of its obligations under the Contract including:

- its employees and workers (including persons employed by a third party but working for and under the control of the Supplier);
- its agents, Suppliers and carriers; and
- any sub-contractors of the Supplier (whether approved under clause 34 (Sub-contracting) or otherwise) and any employees of and workers of any such sub-contractors wholly or mainly assigned to carrying out activities in provision of the Services under the Contract.

“**Tender**” means the tender submitted by the Supplier to the Purchaser in response to the ITT;

“**Third country**” means a country or territory outside the United Kingdom;

“**Transition Date**” means 1st November 2025 and shall be utilised for the tasks specifically detailed in the Supplier’s Implementation Plan (Schedule D);

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

“**UK GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

“**Working Day**” means a day other than a Saturday, Sunday or bank holiday in Scotland, within the meaning of the Banking and Financial Dealings Act 1971;

“**Working Hour**” means an hour between 0830 hours and 1630 hours on a Working Day.

1.2. The interpretation and construction of the Contract is subject to the following provisions:

- 1.2.1. words importing the singular meaning include, where the context so admits, the plural and vice versa;
- 1.2.2. words importing the masculine include the feminine and neuter;
- 1.2.3. reference to a clause is a reference to the whole of that clause unless stated otherwise;
- 1.2.4. references to any statute, enactment, order, regulation or other similar instrument are construed as a reference to the instrument as amended by any subsequent instrument or re-enacted;
- 1.2.5. references to any person include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
- 1.2.6. reference to “expiry or termination” of the Contract includes the making of a Judicial Order;
- 1.2.7. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- 1.2.8. headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract.

2. Condition Precedent: Requirement for a Parent Company Guarantee

It shall be a condition of this Contract that, if required by the Purchaser, the Supplier shall deliver a validly executed parent company guarantee in the form set out in Schedule 8 to this Contract. The rights and obligations of the Parties shall have no force or effect unless the parent company guarantee has been properly executed and delivered to the Purchaser. The parties acknowledge that if this condition has not been fulfilled any performance of this Contract by the Supplier shall be at the risk of the Supplier and the Purchaser shall not be liable for and the Supplier irrevocably waives any entitlement to payment of any fees, expenses or other payments in relation to such performance. Where the Supplier has failed to fulfil this condition within 14 days of the date of last subscription of the Contract the Purchaser shall have the right to terminate the Contract by notice in writing to the Supplier.

3. Nature of the Contract

- 3.1. The Contract is a public services contract within the meaning of regulation 2(1) of the Public Contracts (Scotland) Regulations 2015.
- 3.2. Save to the extent specifically provided for in this Contract, the Supplier acknowledges that it is not the exclusive Supplier of the Services to the Purchaser and as such no guarantee of work or volume of work has been granted by the Purchaser.

4. Period

- 4.1. The Contract Period runs from from and including the Commencement Date to and including the Expiry Date, unless it is terminated earlier or extended under clause 4.2.
- 4.2. This Contract may be extended at the sole discretion of the Purchaser in any number of periods up to the term of Extension Period, provided a notice of extension has been served on the Supplier no later than three months prior to the Expiry Date and the notice of extension is accepted by the Supplier. The provisions of the Contract will apply throughout any such period of extension subject to any variation of price pursuant to this Contract.

5. Break

The Purchaser may terminate the Contract at any time by giving not less than 3 months' notice to the Supplier.

6. Performance Management

- 6.1. The Supplier shall meet the Performance Measures and timescales specified in Part 2 of Schedule B of this Contract when performing the Services and meet the Minimum Standards for all of the Performance Measures.
- 6.2. The Supplier shall provide the Purchaser with a monthly report on its achievement against the Performance Measures within 5 working days of the end of each calendar month. The monthly report shall identify for each incidence of failure whether there are mitigating circumstances attributed to a Purchaser Failure or an Excusable Failure. Proposed Excusable Failures shall be assessed by the Purchaser before they are accepted or rejected (see 6.3 below). Purchaser Failure and/or Excusable Failure shall not be counted against the Supplier in terms of their meeting the Minimum Requirements for each specific Performance Measure. The monthly report shall include brief particulars of the reasons for each and every Performance Measure or Supplier Failure.
- 6.3. In the event that:
 - 6.3.1 the specified Performance Measures are not met (excepting any failure caused by the actions of the Purchaser (a 'Purchaser Failure') or accepted by the Purchaser as an Excusable Failure, then the Supplier shall debit the appropriate value of Performance Points specified in Part 2 of Schedule B; or

6.3.2 the specified Performance Measures are met and there are applicable performance points attributable, the Supplier shall credit the appropriate value of performance points as specified in Part 2 of Schedule B.

6.4 Where the Supplier fails to meet the Minimum Requirements for some reason other than an Excusable Failure or the Performance Measures or the overall performance points in any performance year is negative (more debits than credits) then the Supplier shall take all necessary action to ensure that the Contract and specific Services are performed in such a way that the required Performance Measure(s) are achieved, and:

- If required by the Purchaser, create an action plan to address performance failure. This shall be created by the Supplier who shall propose initial timescales for the completion of each action in the action plan. Following discussion between the Parties, the Purchaser's decision on timescales shall be final; and
- Re-deploy or arrange all such additional resources or Staff backfill as necessary to enable the Supplier to ensure consistent performance of the Services in accordance with the Contract as soon as practicable after the failure and at no additional charge to the Purchaser.

6.5 Where the action plan is not accepted by the Purchaser or would not meet the required timescales or, in the opinion of the Purchaser has not been complied with, the Purchaser may require changes to the action plan.

7 Pricing Schedule

7.1 Schedule C sets out details of the pricing of the Services. The prices in the Pricing Schedule may be varied in accordance with the arrangements set out in the Pricing Schedule.

7.2 Accordingly, the Supplier may not unilaterally increase the prices in the Pricing Schedule. Nothing in the Contract prevents the Supplier from improving on the prices in the Pricing Schedule for the purposes of a particular Order.

8 Ordering Procedures and Management Arrangements

8.1 The Ordering Procedures are detailed in Schedule B and may be invoked by the Purchaser at any time during the period of the Contract.

8.2 The Parties must comply with the Ordering Procedures.

8.3 The Supplier must maintain the capacity to supply the Services throughout the period of the Contract.

8.4 The Parties must comply with the Management Arrangements.

SECTION B: MISCELLANEOUS PROVISIONS INCLUDING THOSE RELATING TO PRICE, PAYMENT AND INFORMATION

9 Supplier's Status

At all times during the period the Supplier is an independent Supplier and nothing in the Contract establishes a contract of employment, a relationship of agency or partnership or a joint venture between the Parties or between the Purchaser and any Supplier Staff member. Accordingly, neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

10 Notices

10.1 Any notice or other communication which is to be given by a Party to the other under the Contract must be:

- 10.1.1 given in writing;
 - 10.1.2 addressed in accordance with clause 10.3; and
 - 10.1.3 sent by letter (delivered by hand, first class post or by recorded delivery or special delivery), or by e-mail.
- 10.2 Provided the relevant communication is not returned or rejected as undelivered, the notice or communication is deemed to have been given:
- 10.2.1 2 Working Days after the day on which the letter was posted; or
 - 10.2.2 4 Working Hours after the communication was sent by email.
- 10.3 For the purposes of this clause, the address of each Party is:
- 10.3.1 For the Purchaser: [Redacted]
Scottish Prison Service, One Lochside, 1 Lochside Avenue, Edinburgh, EH12 9DJ
For the attention of: Head of Procurement
Tel: [Redacted]
E-mail: [Redacted]
 - 10.3.2 For the Supplier:
The Blades Enterprise Centre, John Street, Sheffield S2 4SW
For the attention of: [Redacted]
Tel: [Redacted]
E-mail: [Redacted]
- 10.4 Either Party may change its address details by serving a notice in accordance with this clause.
- 10.5 Notices under clause 59.19 (Termination on Insolvency or Change of Control) may be sent to the Purchaser's trustee, receiver, liquidator or administrator, as appropriate.
- 11 Price**
- 11.1 In consideration of the Supplier's performance of its obligations relating to an Order, the Purchaser must pay:
- 11.1.1 the price due in accordance with the Pricing Schedule and the Ordering Procedures; and
 - 11.1.2 a sum equal to the value added tax chargeable at the prevailing rate.
- 11.2 The Supplier may not suspend the provision of services if it considers that the Purchaser has failed to pay the price due.
- 12 Payment and Invoicing**
- 12.1 The Purchaser must pay all sums due to the Supplier within 30 days of receipt of a valid invoice.
- 12.2 The Supplier must render invoices on a monthly basis.
- 12.3 The Supplier must ensure that each invoice contains appropriate Contract and Order references and a detailed breakdown of the Services provided. The Supplier must supply such other documentation reasonably required by the Purchaser to substantiate any invoice.
- 12.4 Value added tax, where applicable, must be shown separately on all invoices as a strictly net extra charge.

12.5 Interest is payable on the late payment of any undisputed sums of money in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. In the case of sums due by the Purchaser, the sums referred to in this clause must be properly invoiced by the Supplier.

12.6 In this clause 12, 'valid invoice' includes an electronic invoice meeting all the requirements set out in regulation 70A of the Public Contracts (Scotland) Regulations 2015 or regulation 44A of the Concession Contracts (Scotland) Regulations 2016.

13 Recovery of Sums Due

13.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier to the Purchaser, the Purchaser may deduct that sum from any sum due to the Supplier whether under the Contract or otherwise.

13.2 The Supplier must make any payments due to the Purchaser without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Purchaser to the Supplier.

14 Data Protection

14.1 The Supplier acknowledges that Personal Data described in the scope of Schedule D (Supplier's Proposal – Data Protection and GDPR) may be Processed in connection with the Services under this Contract. For the purposes of any such Processing, Parties agree that the Supplier acts as the Data Processor and the Purchaser acts as the Data Controller.

14.2 Both Parties agree to negotiate in good faith any such amendments to this Contract that may be required to ensure that both Parties meet all their obligations under Data Protection Laws. The provisions of this clause 14 are without prejudice to any obligations and duties imposed directly on the Supplier under the Data Protection Laws and the Supplier hereby agrees to comply with those obligations and duties.

14.3 The Supplier will, in conjunction with the Purchaser and in its own right and in respect of the Services, make all necessary preparations to ensure it will be compliant with Data Protection Laws.

14.4 The Supplier will provide the Purchaser with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under Data Protection Laws.

14.5 The Supplier must:

14.5.1 process Personal Data only as necessary in accordance with obligations under the Contract and any written instructions given by the Purchaser (which may be specific or of a general nature), including with regard to transfers of Personal Data to a third country other than within the European Economic Area unless required to do so by European Union or domestic law or Regulatory Body to which the Supplier is subject; in which case the Supplier must, unless prohibited by that law, inform the Purchaser of that legal requirement before processing the Personal Data only to the extent, and in such manner as is necessary for the performance of the Supplier's obligations under this Contract or as is required by the Law;

14.5.2 subject to clause 14.5.1 only process or otherwise transfer any Personal Data in or to any third country other than within the European Economic Area with the Purchaser's prior written consent;

14.5.3 take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that the Supplier Personnel:

- (a) are aware of and comply with the Supplier's duties under this clause;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or the relevant Sub-contractor;

- (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Purchaser or as otherwise permitted by this Contract; and
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

14.5.4 implement appropriate technical and organisational measures including those in accordance with Article 32 of the UK GDPR and Part 3 of the Data Protection Act 2018 (as applicable) to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure, such measures being appropriate to the harm which might result from any unauthorised or unlawful Processing accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.

14.6 The Supplier shall not engage a sub-contractor to carry out Processing in connection with the Services without prior specific or general written authorisation from the Purchaser. In the case of general written authorisation, the Supplier must inform the Purchaser of any intended changes concerning the addition or replacement of any other sub-contractor and give the Purchaser an opportunity to object to such changes.

14.7 If the Supplier engages a sub-contractor for carrying out Processing activities on behalf of the Purchaser, the Supplier must ensure that same data protection obligations as set out in this Contract are imposed on the sub-contractor by way of a written and legally binding contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Supplier shall remain fully liable to the Purchaser for the performance of the sub-contractor's performance of the obligations.

14.8 The Supplier must provide to the Purchaser reasonable assistance including by such technical and organisational measures as may be appropriate in complying with Articles 12 to 23 of the UK GDPR and Part 3 of the Data Protection Act 2018 (as applicable).

14.9 The Supplier must notify the Purchaser if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract Agreement; or
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulatory order;

and such notification must take place as soon as is possible but in any event within 3 business days of receipt of the request or any other period as agreed in writing with the Purchaser from time to time.

14.10 Taking into account the nature of the Processing and the information available, the Supplier must provide reasonable assistance to the Purchaser in complying with the Purchaser's obligations concerning the security of personal data, reporting requirements for data breaches, data protection impact assessments and prior consultations in accordance with Articles 32 to 36 of the UK GDPR and Part 3 of the Data Protection Act 2018 (as applicable). These obligations include:

- (a) ensuring an appropriate level of protection through technical and organisational measures that take into account the circumstances and purposes of the processing as well as the projected probability and severity of a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.
- (b) notifying a Personal Data breach to the Purchaser without undue delay, and where feasible no later than 72 hours, after becoming aware of a Personal Data breach;

- (c) assisting the Purchaser with communication of a Personal Data breach to a Data Subject;
 - (d) supporting the Purchaser with preparation of a data protection impact assessment; and
 - (e) supporting the Purchaser with regard to prior consultation of the Information Commissioner.
- 14.11 At the end of the provision of Services relating to processing the Supplier must, on written instruction of the Purchaser, delete or return to the Purchaser all Personal Data and delete existing copies unless European Union or domestic law requires storage of the Personal Data.
- 14.12 The Supplier must:
- (a) provide such information as is necessary to enable the Purchaser to satisfy itself of the Supplier's compliance with this clause 14;
 - (b) allow the Purchaser, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the procedures, measures and records referred to in this clause 14 and contribute as is reasonable to those audits and inspections; and
 - (c) inform the Purchaser if in its opinion an instruction from the Purchaser infringes any obligation under the Data Protection Laws.
- 14.13 The Supplier must maintain written records including in electronic form, of all Processing activities carried out in performance of the Services or otherwise on behalf of the Purchaser containing the information set out in Article 30(2) of the UK GDPR and Part 3 of the Data Protection Act 2018 (as applicable).
- 14.14 If requested, the Supplier must make such records referred to clause 14.13 available to the Information Commissioner on request and co-operate with the Information Commissioner in the performance of its tasks.
- 14.15 Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under clause 14.14 with minimum disruption to the Supplier's day to day business
- 14.16 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Purchaser publishes an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Prison Service publishes a monthly report of all payments over £25,000. The Supplier should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of payment) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.
- 15 Freedom of Information**
- 15.1 The Supplier acknowledges that the Purchaser is subject to the requirements of FOISA and the Environmental Information Regulations and undertakes to assist and cooperate with the Purchaser to enable the Purchaser to comply with FOISA and the Environmental Information Regulations.
- 15.2 If the Supplier receives a Request for Information the Supplier must promptly respond to the applicant. Where the Request for Information appears to be directed to information held by the Purchaser, the Supplier must promptly inform the applicant in writing that the Request for Information can be directed to the Purchaser.
- 15.3 Where the Purchaser receives a Request for Information concerning the Contract, the Purchaser is responsible for determining at its absolute discretion whether information requested is to be disclosed to the applicant or whether the information requested is exempt from disclosure in accordance with FOISA or the Environmental Information Regulations.
- 15.4 The Supplier acknowledges that the Purchaser may, acting in accordance with the Purchaser's Code of Practice on the Discharge of Functions of Public Authorities issued under section 60 of FOISA (as may be

issued and revised from time to time), be obliged under FOISA or the Environmental Information Regulations to disclose information requested concerning the Supplier or the Contract:

15.4.1 in certain circumstances without consulting the Supplier; or

15.4.2 following consultation with the Supplier and having taken its views into account.

15.5 Where clause 15.4.1 applies the Purchaser must take reasonable steps, where practicable, to give the Supplier advance notice of the fact of disclosure or, failing that, draw the fact of disclosure to the attention of the Supplier after such disclosure.

15.6 Where a Request for Information concerns Supplier Sensitive Information (having regard to the justifications and durations set out there), the Purchaser must take reasonable steps, where practicable, to consult with the Supplier before disclosing it pursuant to a Request for Information.

16 Purchaser Protected Information

16.1 The Supplier must:

16.1.1 treat all Purchaser Protected Information as confidential and safeguard it accordingly, implementing appropriate technical and organisational measures to protect Purchaser Protected Information against disclosure;

16.1.2 only use the Purchaser Protected Information for the purposes of performing its obligations under the Contract;

16.1.3 only disclose the Purchaser Protected Information to such Supplier Staff that are directly involved in the performance of the Contract and need to know the information; and

16.1.4 not disclose any Purchaser Protected Information without the prior written consent of the Purchaser.

16.2 The Supplier must immediately notify the Purchaser of any breach of security concerning the Purchaser Protected Information. The Supplier must fully co-operate with the Purchaser in any investigation that the Purchaser considers necessary to undertake as a result of any such breach of security.

16.3 Clause 16.1 does not apply to the extent that:

16.3.1 disclosure is required by law or by order of any competent court or tribunal;

16.3.2 information is in the possession of the Supplier without restriction as to its disclosure prior to its disclosure by the Purchaser;

16.3.3 information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;

16.3.4 information is already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or

16.3.5 information is independently developed without access to the Purchaser Protected Information.

16.4 Breach of this clause or the Official Secrets Acts 1911 to 1989 by the Supplier is a material breach for the purposes of clause 58.1.3 (Termination Rights).

17 Supplier Sensitive Information

17.1 The Purchaser must:

17.1.1 treat all Supplier Sensitive Information as confidential and safeguard it accordingly; and

- 17.1.2 not disclose any Supplier Sensitive Information to any other person without the prior written consent of the Supplier.
- 17.2 Clause 17.1 does not apply to the extent that:
 - 17.2.1 disclosure is required by law or by order of any competent court or tribunal;
 - 17.2.2 information is in the possession of the Purchaser without restriction as to its disclosure prior to its disclosure by the Supplier;
 - 17.2.3 information is obtained from a third party (who lawfully acquired it) without restriction as to its disclosure;
 - 17.2.4 information is already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 17.2.5 information is independently developed without access to the Supplier Sensitive Information.
- 17.3 Nothing in this Contract prevents the Purchaser from disclosing any Supplier Sensitive Information or any other information concerning the Supplier or the Contract:
 - 17.3.1 pursuant to a Request for Information concerning the information (see clause 15 (Freedom of Information));
 - 17.3.2 in accordance with the Purchaser's publication scheme (within the meaning of section 23 of FOISA) as reviewed from time to time;
 - 17.3.3 in accordance with the requirements of Part 3 of the Public Services Reform (Scotland) Act 2010;
 - 17.3.4 in accordance with any future policies of the Purchaser concerning the routine disclosure of government information in the interests of transparency;
 - 17.3.5 to any consultant, Supplier or other person engaged by the Purchaser, for example to conduct a gateway review;
 - 17.3.6 in response to a Parliamentary Question from a Member of the Scottish Parliament , a member of the United Kingdom Parliament, or any other department, office or agency of His Majesty's Government in Scotland or the United Kingdom, and their servants or agents, and when disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Purchaser shall if the Purchaser sees fit disclose such information but is unable to impose any restrictions upon the information that the Purchaser provides to Members of the Scottish Parliament or Members of the United Kingdom Parliament; or
 - 17.3.7 for the purpose of any examination by any auditors of the Purchaser (including Audit Scotland, the Auditor General for Scotland and the Scottish Parliament) of the economy, efficiency and effectiveness with which the Purchaser has used its resources.
- 17.4 The Supplier consents to the publication of the Contract by the Purchaser, subject to such redactions as the Purchaser may decide to make. The Purchaser may consult with the Supplier to inform its decisions concerning redaction (for example to exclude any Supplier Sensitive Information) but any decisions taken by the Purchaser are final and conclusive.

18 Audit

- 18.1 The Supplier must retain and maintain until 5 years after the end of the Contract period full and accurate records of the Contract including the Orders placed, the Services provided and payments made and reimbursed under it.
- 18.2 The Supplier must on request, and without any charge to the Purchaser, afford the Purchaser, or the Purchaser's representatives, such access to those records as may reasonably be requested by the Purchaser in connection with the Contract.

19 Publicity

The Supplier must not make any press announcement or otherwise publicise the Contract in any way, except with the written consent of the Purchaser.

SECTION C: PROVISION OF SERVICES**20 Provision of the Services**

- 20.1 The Supplier must provide the Services:
- 20.1.1 in accordance with the Specification, any stated Service Levels and the Ordering Procedures;
 - 20.1.2 in accordance with the particular requirements of each Order; and
 - 20.1.3 to the satisfaction of the Purchaser who shall act reasonably in this regard.
- 20.2 The Supplier acknowledges that the Purchaser relies on the skill, care, diligence and judgment of the Supplier in the supply of the Services and the performance of its obligations under the Contract.
- 20.3 For each Order for the provision of Services, subject to any contrary requirements of the Purchaser communicated in accordance with the Ordering Procedures, the provisions of this Section C apply.
- 20.4 The period for any Order agreed in accordance with the Ordering Procedures may be brought to an earlier end upon 3 months' notice by the Purchaser.

21 Deliverables and Milestones

- 21.1 The Supplier must provide the Services, including any Deliverables:
- 21.1.1 at the date(s), time(s) and location(s) required by the Purchaser; and
 - 21.1.2 in good time to meet any Milestones required by the Purchaser.
- 21.2 When the Supplier believes acting reasonably that it has provided any Deliverable or completed any Milestone in accordance with the Contract it must notify the Purchaser.
- 21.3 The Purchaser may thereafter by notice to the Supplier:
- 21.3.1 accept the provision of the Deliverable or the completion of the Milestone (as appropriate), having regard to any acceptance criteria communicated in accordance with the Ordering Procedures; or
 - 21.3.2 providing reasons, reject the provision of the Deliverable or the completion of the Milestone.
- 21.4 Where the Purchaser rejects the completion of a Milestone or provision of a Service or Deliverable in accordance with clause 21.3.2, the Supplier (subject to the provisions of clause 21.6) must within a

reasonable timeframe, as agreed with the Purchaser, at its expense rectify or remedy any defects and/or delays.

- 21.5 Risk and ownership in any Deliverables that are corporeal moveables and in any physical media in which any Deliverables are delivered vests in the Purchaser upon acceptance in accordance with this clause.
- 21.6 Whether the defect or delay is due to the Purchaser or not, the Supplier shall deploy all additional resources to address the consequences of the default or delay. Where:
- 21.6.1 such default or delay is solely due to the Purchaser (including but not limited to being caused by a Purchaser Failure) the Purchaser shall pay the reasonable costs of the Supplier incurred in deploying all additional resources to address the consequences of the default or delay;
- 21.6.2 where the defect or delay is due to the Purchaser and the Supplier jointly the Purchaser shall pay such part of the reasonable costs of the Supplier incurred in deploying all additional resources to address the consequences of the default or delay as is reasonable in the circumstances; and
- 21.6.3 any additional costs in respect of the said additional resources shall be agreed between the parties both acting reasonably.

SECTION D: STAFF INVOLVED IN THE PROVISION OF SERVICES

22 Key Individuals

- 22.1 The Supplier acknowledges that the Key Individuals are essential to the proper provision of the Services to the Purchaser.
- 22.2 The Key Individuals must not be released from providing the Services without the approval of the Purchaser, except by reason of promotion, re-deployment, resignation, compassionate leave, long-term sickness, maternity, paternity, adoption or parental leave, termination of employment or equivalent extenuating circumstances. Where such extenuating circumstances arise or are foreseeable, the Supplier must immediately give notice of that fact to the Purchaser.
- 22.3 The Supplier may propose a replacement to a Key Individual (and must do so when a Key Individual is to be released from providing the Services), in which case:
- 22.3.1 appropriate arrangements must be made to minimise any adverse impact on the Contract which could be caused by the change in Key Individuals (including, wherever possible, a transfer period of sufficient duration to allow for the transfer of know-how and skills); and
- 22.3.2 the replacement must be of a status and have qualifications, experience, training and skills reasonably commensurate with the role in which they will serve.
- 22.4 Any proposed replacement to a Key Individual is subject to the approval of the Purchaser. Subject to the Supplier's compliance with this clause, the Purchaser must not unreasonably withhold such approval.

23 Offers of Employment

- 23.1 For the duration of the Contract and for a period of 12 months thereafter the Supplier must not employ or offer employment to any of the Purchaser's employees who have been associated with the Contract and/or the contract management of the Contract without the Purchaser's prior approval.
- 23.2 This clause does not prevent the Supplier from employing or offering employment to any person who has applied for employment in response to an advertisement placed in the normal course of business and not placed with the objective of soliciting the Purchaser's employees.

24 Staff Transfer at Commencement

- 24.1 The Parties agree that the commencement of the provision of the Services by the Supplier may constitute a Relevant Transfer in respect of the Incoming Employees.
- 24.2 The Supplier is responsible for all emoluments and outgoings in respect of the Incoming Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, pay as you earn and national insurance contributions and pension contributions) which are attributable in whole or in part to the period from the date of the Relevant Transfer, including bonuses or commission which are payable on or before the date of the Relevant Transfer but attributable in whole or in part to the period from the date of the Relevant Transfer.
- 24.3 The Supplier indemnifies the transferor (as defined in TUPE) against all Employee Liabilities which the transferor may incur in respect of the emoluments and outgoings referred to in clause 24.2.

25 Information About Supplier Employees

- 25.1 The Purchaser may at any time by notice require the Supplier to disclose such information as the Purchaser may require to the Purchaser or at the direction of the Purchaser to any prospective Replacement Supplier relating to the manner in which the Services are organised or about any employee who is wholly or mainly assigned to carrying out activities in provision of the Services, whether employed by the Supplier or Supplier Staff ("**Assigned Employee**"). The information required by the Purchaser about Assigned Employees may include Employee Liability Information and/or Staffing Information.
- 25.2 The Supplier must disclose by notice all such information as is required by the Purchaser under clause 25.1, within such reasonable period specified by the Purchaser. The Supplier acknowledges that the Data Protection Laws do not prevent the disclosure of anonymised data that is not Personal Data.
- 25.3 The Supplier warrants for the benefit of the Purchaser and any Replacement Supplier that all information provided pursuant to this clause shall be true and accurate in all material respects at the time of providing the information. The Purchaser may at any time require the Supplier to confirm whether information provided under this clause remains true and accurate in all material respects or ask it to provide updated information.
- 25.4 The Purchaser shall be permitted to use and disclose all of the information provided by the Supplier under this clause for the purpose of rendering the Services and/or inviting bids from any prospective Replacement Supplier.

26 Staff Transfer on Expiry or Termination

- 26.1 The Parties agree that the ceasing of the provision of the Services by the Supplier may constitute a Relevant Transfer in respect of the Outgoing Employees.
- 26.2 The Supplier shall comply, and shall procure that each Supplier representative shall comply, with all of its obligations under TUPE and shall perform and discharge, and procure that each Supplier Representative shall perform and discharge all of its obligations in respect of all the Outgoing Employees arising in respect of the period up to (and including) the date of the Relevant Transfer.
- 26.3 The Supplier indemnifies the Purchaser and any Replacement Supplier against any and all Employee Liabilities which the Purchaser or any Replacement Supplier may suffer as a result of or in connection with:
- 26.3.1 the provision of information pursuant to clause 25;
- 26.3.2 any claim or demand by any Outgoing Employee (whether in contract, delict, under statute or otherwise) and whether made before, on or after the date of the Relevant Transfer arising directly or indirectly from any act, fault or omission of the Supplier or any Supplier Representative in respect of any Outgoing Employee on or before the date of the Relevant Transfer;

- 26.3.3 any failure by the Supplier or any Supplier Representative to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Purchaser or any replacement Supplier to comply with its obligations under regulation 13 of TUPE;
- 26.3.4 any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Outgoing Employees arising from or connected with any failure by the Supplier or any Supplier Representative to comply with any legal obligation to such trade union, body or person;
- 26.3.5 any act or omission of the Supplier or any Supplier Representative whether occurring before, on or after the date of the Relevant Transfer or any other matter, event or circumstance occurring or having its origin on or before the date of the Relevant Transfer;
- 26.3.6 the breach or non-observance by the Supplier or any Supplier Representative occurring on or before the date of the Relevant Transfer of any collective agreement applicable to the Outgoing Employees or any custom or practice in respect of any Outgoing Employees that a Replacement Supplier is contractually bound to honour; and
- 26.3.7 any claim made by or in respect of any person employed by the Supplier or any Supplier Representative other than an Outgoing Employee for whom it is alleged the Purchaser or a Replacement Supplier may be liable by virtue of this Contract or TUPE.
- 26.4 The Supplier is responsible for all emoluments and outgoings in respect of the Outgoing Employees (including, without limitation, all wages, bonuses, commission, premiums, subscriptions, pay as you earn and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to and including the date of the Relevant Transfer (including bonuses or commission which are payable after the date of the Relevant Transfer but attributable in whole or in part to the period on or before the date of the Relevant Transfer).
- 26.5 The Supplier indemnifies the Purchaser and any replacement Supplier against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and any other liabilities which the Purchaser or replacement Supplier may incur in respect of the emoluments and outgoings referred to in clause 26.5.
- 26.6 The Supplier shall, and shall procure that each Supplier Representative shall, promptly provide to the Purchaser and any Replacement Supplier, in writing such information as is necessary to enable the Purchaser and/or the Replacement Supplier to carry out their respective duties under regulation 13 of TUPE, as the case may be.
- 26.7 The Supplier shall provide, and shall procure that each Supplier Representative shall provide, all reasonable cooperation and assistance to the Purchaser and any Replacement Supplier to ensure the smooth transfer of the Outgoing Employees including, without prejudice to the foregoing generality, providing sufficient information in advance of the date of the Relevant Transfer to ensure that all necessary payroll arrangements can be made to enable the Outgoing Employees to be paid as appropriate.
- 26.8 The Supplier warrants to the Purchaser that during the period of 6 months immediately prior to the expiry of the Contract it will not (and will ensure that any Supplier Staff will not) without the prior consent of the Purchaser, at all times acting reasonably:
- increase the total employment costs of the Assigned Employees in any material way;
 - amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Assigned Employee other than where such amendment or variation has previously been agreed in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services;

- terminate or give notice to terminate the employment or engagement of any Assigned Employee, other than in circumstances in which the termination is for reasons of misconduct or lack of capability;
- transfer away, remove, reduce or vary the involvement of any of the Assigned Employees from or in the provision of the Services other than where such transfer or removal:
 - was planned as part of the individual's career development;
 - takes place in the normal course of business; and
 - will not have any adverse impact upon the delivery of the Services by the Supplier, provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services; and
- recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services 6 months' prior expiry of the Contract.

27 Security

- 27.1 The Supplier shall comply with the Purchaser's rules, regulations, policies, procedures and requirements regarding security of which the Supplier has been notified, or should have known through signage or other publicly displayed notices in the Establishment, or through general practices and standards applicable to all Parties working within an Establishment and such modifications to those policies or replacement policies as are notified to the Supplier from time to time.
- 27.2 The Supplier shall ensure that all Staff engaged by it to provide Services under this Contract or working within the Establishment are in possession of a current, valid Disclosure Scotland certificate at the Disclosure Level indicated in this Contract and/or are subject to pre-employment checks of background, identity, and eligibility to work in the United Kingdom by the Supplier which are equivalent to the Baseline Personnel Security Standard ('BPSS') (as enacted in Scotland).
- 27.3 The Supplier shall be responsible for ensuring that all Staff proposed for work under the Contract in the Establishment obtain Disclosure Scotland certificates, and for ensuring appropriate pre-employment checks are completed in advance of any individual person requiring access to the Establishment. Disclosure Scotland certification shall be refreshed every three (3) years for all Staff.
- 27.4 The Supplier shall maintain records of the relevant Staff concerned with the performance of the Contract, the dates and validity of their Disclosure Scotland certificates, and shall submit verification to the Purchaser at the Purchaser's request. The Supplier shall instruct and ensure that their Staff carry their Disclosure Scotland certificate and a valid form of identification (*such as a photo-card driving licence or similar*) when seeking entry to the Establishment.
- 27.5 The Supplier shall notify the Purchaser in writing within 7 days of the Supplier becoming aware of any change in circumstances which might adversely affect the validity of a Disclosure Scotland certificate or BPSS check such as any criminal charge or new criminal of any persons or personnel engaged by it who are performing activity under the Contract. The Supplier shall ensure that no such member of Staff acts in the performance of the Contract until the Purchaser has confirmed approval.
- 27.6 The Supplier shall bear the cost of any notice or instruction of the Purchaser under this clause.

SECTION E: PROVISIONS RELATING TO INTELLECTUAL PROPERTY AND GOVERNANCE

28 Parties' Pre-existing Intellectual Property Rights

Except as expressly provided for in the Contract, neither Party acquires any interest in or license to use the other Party's Intellectual Property Rights as they subsist at the Commencement Date or as developed independently of the Contract.

29 Specially Created Intellectual Property Rights

- 29.1 All Intellectual Property Rights in and to the Materials and to any reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material prepared by or for the Supplier in respect of the provision of the Services by the Supplier shall belong to the Supplier.

30 Licences of Intellectual Property Rights

- 30.1 The Supplier grants to the Purchaser a royalty-free, irrevocable and non-exclusive to use the Intellectual Property Rights referred to in clause 29.1 for the period of seven years commencing on the Go Live Date for the purpose of providing the Services and such licence shall include the right for the Purchaser to sub-licence a person replacing the Supplier in the provision of the Services to use of the said Intellectual Property Rights for a period of seven years commencing on the Go Live Date.
- 30.2 The Supplier shall use best endeavours to provide that any third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Purchaser a non-exclusive licence or, if itself a licensee of those rights, grants to the Purchaser an authorised and equivalently wide sub-licence, to use the Intellectual Property Rights in connection with the delivery of the Contract. Such licence or sub-licence should be non-exclusive.

31 Claims Relating to Intellectual Property Rights

- 31.1 The Supplier must not infringe any Intellectual Property Rights of any third party in providing the Services or otherwise performing its obligations under the Contract and must ensure that the provision of the Services and the use or possession of the Deliverables does not infringe such Intellectual Property Rights.
- 31.2 The Supplier must promptly notify the Purchaser if any claim or demand is made or action brought against the Supplier for infringement or alleged infringement of any Intellectual Property Right which may affect the use or possession of the Deliverables or which may affect the provision of the Services.
- 31.3 Where a claim to which this clause applies is made, the Supplier must, at its expense, use its best endeavours to:
- 31.3.1 modify the Services or Deliverables or substitute alternative Services or Deliverables (in any case without reducing performance or functionality) so as to avoid the infringement or alleged infringement of the Intellectual Property Rights; or
 - 31.3.2 procure the grant of a licence or licences from the pursuer, claimant or complainer, on terms acceptable to the Purchaser, so as to avoid the infringement or alleged infringement of the Intellectual Property Rights of the pursuer, claimant or complainer.
- 31.4 The Supplier must not without the consent of the Purchaser make any admissions which may be prejudicial to the defence or settlement of any claim to which this clause applies.

32 Assignment

- 32.1 The Supplier may not assign its interest in the Contract or any part of it without the prior written consent of the Purchaser.
- 32.2 Notwithstanding clause 32.1, the Supplier may assign to another person (an "**Assignee**") the right to receive the price due to the Supplier under the Contract subject to:
- 32.2.1 deduction of sums in respect of which the Purchaser exercises its right of recovery under clause 13 (Recovery of Sums Due); and
 - 32.2.2 all the related rights of the Purchaser under the Contract in relation to the recovery of sums due but unpaid.

- 32.3 The Supplier must notify or ensure that any Assignee notifies the Purchaser of any variations to the arrangements for making payments or for handling invoices, in each case in good time to enable the Purchaser to redirect payments or invoices accordingly. In the absence of such notification the Purchaser is under no obligation to vary its arrangements for making payments or for handling invoices.
- 32.4 Subject to clause 32.6, the Purchaser may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority; or
 - (b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Purchaser; or
 - (c) any private sector body which substantially performs the functions of the Purchaser,
- provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.
- 32.5 Any change in the legal status of the Purchaser such that it ceases to be a Contracting Authority shall not, subject to clause 32.6, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Purchaser.
- 32.6 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause 32.4 to a body which is not a Contracting Authority or if there is a change in the legal status of the Purchaser such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "Transferee"):
- (a) the rights of termination of the Purchaser in clauses 57 (Termination Rights) and 58 (Termination on Insolvency and Change of Control) shall be available to the Supplier in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
 - (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier.
- 32.7 The Purchaser may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Purchaser shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

33 Change of Control

The Supplier must notify the Purchaser:

- 33.1 whenever it proposes to undergo a change of Control, or a change of Control is likely to occur; and
- 33.2 immediately following a change of Control that has occurred.

34 Sub-Contracting

- 34.1 The Purchaser approves the appointment of the sub-contractors specified in Schedule 3 (List of Sub-Contractors) in respect of the obligations specified in that Schedule.
- 34.2 The Supplier may not sub-contract its obligations under the Contract to other sub-contractors or parties without the prior written consent of the Purchaser. Sub-contracting of any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own.

- 34.3 Where the Supplier enters into a sub-contract the Supplier must ensure that a provision is included which:
- 34.3.1 requires payment to be made of all sums due by the Supplier to the sub-contractors within a specified period not exceeding 30 days from the receipt of a valid invoice as defined by the sub-contract requirements and provides that, where the Purchaser has made payment to the Supplier in respect of Services and the sub-contractor's invoice relates to such Services then, to that extent, the invoice must be treated as valid and, provided the Supplier is not exercising a right of retention or set-off in respect of a breach of contract by the sub-contractor or in respect of a sum otherwise due by the sub-contractor to the Supplier, payment must be made to the sub-contractor without deduction;
 - 34.3.2 notifies the sub-contractor that the sub-contract forms part of a larger contract for the benefit of the Purchaser and that should the sub-contractor have any difficulty in securing the timely payment of an invoice, that matter may be referred by the sub-contractor to the Purchaser;
 - 34.3.3 requires that all contracts with sub-contractors and suppliers which the sub-contractor intends to procure, and which the sub-contractor has not before the date of this Contract, already planned to award to a particular supplier are advertised through the Public Contracts Scotland procurement portal (www.publiccontractsscotland.gov.uk) and awarded following a fair, open, transparent and competitive process proportionate to the nature and value of the contract; and
 - 34.3.4 is in the same terms as that set out in this clause 34.3 (including for the avoidance of doubt this clause 34.3.4) subject only to modification to refer to the correct designation of the equivalent party as the Supplier and sub-contractor as the case may be.
- 34.4 The Supplier shall also include in every sub-contract:
- 34.4.1 a right for the Supplier to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or employment law or if any of the termination events (involving substantial modification of the Contract or contract award despite the existence of exclusion grounds) specified in clause 57.3 (Termination Rights) occur; and
 - 34.4.2 a requirement that the sub-contractor includes a provision having the same effect as 34.4.1 in any sub-contract which it awards.

In this clause 34.4, 'sub-contract' means a contract between two or more Suppliers, at any stage of remoteness from the Purchaser in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

- 34.5 Where requested by the Purchaser, copies of any sub-contract must be sent by the Supplier to the Purchaser as soon as reasonably practicable.
- 34.6 Where the Supplier proposes to enter into a sub-contract it must:
- 34.6.1 advertise its intention to do so in at least one trade journal, and the Public Contracts Scotland Portal; and
 - 34.6.2 follow a procedure leading to the selection of the sub-contractor which ensures reasonable competition following principles of equal treatment, non-discrimination and transparency and which ensures that such procedure is accessible by small and medium enterprises.

34A. Supply Chain Transparency and Protections

Knowledge Of The Supply Chain

34A.1. In performing its role as a reseller, the Supplier will use its reasonable endeavours to ensure that the suppliers operating in its supply chain relevant to this Contract (the "Supplier's Suppliers") prepare and maintain a written supplier code of conduct or supplier policy that addresses the following:

- Child labour;
- Forced labour;
- Working hours;
- Wages;
- Discrimination;
- Health and safety;
- Freedom of association;
- Collective bargaining;
- Disciplinary practices;
- Humane treatment of workers;
- Training;
- Engagement with NGOs; and
- Worker grievance procedures.

The Supplier will provide the Purchaser with a copy of the Supplier's Suppliers codes of conduct or supplier policies on request.

34A.2. The Supplier will use its reasonable endeavours to ensure that the Supplier's Suppliers prepare and maintain appropriate policies and procedures to identify, manage and mitigate labour and human rights risks in their supply chains relevant to this Contract (the "Supplier Supply Chain").

34A.3. The Supplier will, within 20 Working Days of the Contract Commencement Date, provide the Purchaser with the names, locations and details of the roles of suppliers (including details of the factories used by suppliers and specific components produced in each factory) within the Supplier Supply Chain. The Supplier will notify the Purchaser of any changes as soon as reasonably practicable.

Supply Chain Working Conditions

34A.4. The Supplier will submit an annual written report to the Purchaser outlining the Supplier's objectives, targets and specific actions for monitoring and improving labour standards and working conditions within the Supplier Supply Chain.

34A.5. The Supplier will take all reasonable steps to ensure that all Goods supplied under this Contract are produced in accordance with all International Labour Organisation (ILO) conventions that have been ratified by the country of their origin.

34A.6. In respect of the Supplier Supply Chain and the Supplier's Suppliers, the Supplier must ensure the following:

34A.6.1. forced, bonded (including debt bonded) or indentured labour, involuntary or exploitative prison labour, slavery or trafficking of persons is not permitted;

34A.6.2. child labour is not used in any stage of manufacturing or in the provision of services or supplies;

34A.6.3. workers do not undertake excessive working hours. For the purposes of this Contract, working hours must not exceed the maximum set by local law; a working week must not be more than 60 hours per week, including overtime, except in emergency or unusual situations and workers shall be allowed at least one day off every seven days;

34A.6.4. compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits; in compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates; that deductions from wages as a disciplinary measure shall not be permitted; that for each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed; and that all use of temporary, dispatch and outsourced labour will comply with local laws;

34A.6.5. all workers must have the right to form and join trade unions, of their own choosing, to

bargain collectively and to engage in peaceful assembly and the right of workers to refrain from such activities must be respected;

34A.6.6. workers must not be subject to any harsh or inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment;

34A.6.7. workers must not be subject to harassment or unlawful discrimination; and

34A.6.8. workers must be provided with safe and healthy working conditions.

34A.7. In respect of the Supplier Supply Chain and the Supplier's Suppliers, the Supplier will use its reasonable endeavours to ensure the following:

34A.7.1. compliance with all applicable whistleblowing laws, statutes and regulations in force from time to time in the jurisdiction where the Goods are manufactured;

34A.7.2. implementation of an appropriate (e.g. anonymous) whistleblowing policy which encourages openness and ensures support and protection from detrimental treatment for workers which raise genuine concerns.

Managing Risks In The Supply

34A.8. The Supplier will use its reasonable endeavours to require the Supplier's Suppliers to audit, evaluate and report in writing to the Supplier not less than once every twelve (12) months on performance against the Supplier's Suppliers' codes of conduct and or supplier policies and their policies on labour and human rights impacts in respect of the Supplier Supply Chain. The Supplier shall provide the Purchaser on request with a copy of any such reports in so far as they relate to the Supplier Supply Chain.

34A.9 The Supplier will use its reasonable endeavours to ensure that the Supplier's Suppliers undertake a defined program of supply-chain audits. Audits must be undertaken by third party accredited certification bodies and independently verified. These audits must either include or be supplemented by external consultation and engagement with local labour unions or civil society organisations/NGOs, and off-site worker interviews to gain a more accurate understanding of working conditions. The Supplier shall provide the Purchaser on request with a copy of any such audits, and supplementary evidence where relevant, in its possession or control in so far as they relate to the Supplier's Supply Chain.

Corrective And Preventive Measures To Ensure Social Responsibility In The Supply Chain

34A.10. The Supplier will use its reasonable endeavours to ensure the outcomes of the Supplier's Suppliers supply-chain audits are subject to corrective actions by the Supplier's Suppliers in a timely manner. The Supplier shall provide the Purchaser on request with details in its possession or control of any actions taken or proposed to be taken in so far as they relate to the Supplier Supply Chain.

34A.11. The Supplier will use its reasonable endeavours to actively engage with the Supplier Supply Chain to ensure continuous improvement in labour and human rights standards and supplier compliance with such standards.

34A.12. The Supplier will use its reasonable endeavours to ensure that the Supplier's Suppliers communicate and publicly report progress in addressing labour and human rights issues within the Supplier Supply Chain not less than once every twelve (12) months.

Measures To Control The Supply Chain

34A.13. The Supplier will use its reasonable endeavours to ensure that the Supplier's Suppliers' sourcing policies address labour and human rights impacts during the extraction phase of production and include the use of conflict free smelters in accordance with the Responsible Minerals Initiative. The Supplier will use its reasonable endeavours to ensure that the Supplier's Suppliers provide and maintain a written

list of tantalum, tin, tungsten, and gold smelters/refiners reported by the Supplier Supply Chain and provide the Purchaser on request with details.

34A.14. The Supplier will use its reasonable endeavours to ensure that the Supplier's Suppliers implement and adhere to the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (as the same may be updated from time to time) and produce a publicly viewable annual summary of their due diligence and risk management measures consistent with this guidance.

34A.15. The Supplier will use its reasonable endeavours to provide the Purchaser on request with evidence of direct and ongoing collaboration by the Supplier's Suppliers with external organisations (such as NGOs, civil society organisations and governments) to address labour and human rights impacts on the Supplier Supply Chain.

Supply Chain Contract Termination

34A.16. The Supplier will use its reasonable endeavours to ensure that all contracts in the Supplier Supply Chain give the Purchaser a right to terminate the sub-contract if the supplier fails to comply with legal obligations in the fields of environmental, social, labour or human rights law.

35 Amendment

35.1 The Contract may be amended only by the written agreement of both Parties. Accordingly, the Supplier may not unilaterally amend the Contract.

35.2 Schedule C makes special provision for the variation of the Pricing Schedule.

SECTION F SUPPLIER CONDUCT REQUIREMENTS

36 Compliance With The Law etc.

In providing the Services and otherwise when performing the Contract, the Supplier must comply in all respects with:

- 36.1 all applicable law;
- 36.2 any applicable requirements of regulatory bodies;
- 36.3 Good Industry Practice; and
- 36.4 Part 2 of Schedule A (Cyber Security Requirements).

37 Official Secrets Acts

The Supplier undertakes to abide and procure that the Supplier's employees abide by the provisions of the Official Secrets Acts 1911 to 1989.

38 Supplier's Responsibility For Staff etc.

38.1 The Supplier is responsible for the acts and omissions of all Supplier Staff relating to the Contract as though such acts and omissions are the Supplier's own.

38.2 The Supplier must ensure that all Supplier Staff:

- 38.2.1 are appropriately experienced, skilled, qualified and trained;
- 38.2.2 carry out their activities connected with the Contract faithfully and diligently and with all with due skill, care and diligence; and

38.2.3 obey all lawful and reasonable directions of the Purchaser when carrying out activities under the Contract.

39 Access to the Purchaser's Premises and Prescribed, Prohibited and Unauthorised Items

6.4. Any access to, or occupation of, the Establishment which the Purchaser may grant the Supplier from time to time is on a non-exclusive licence basis free of charge. The Supplier must use access to the Establishment solely for the purpose of performing its obligations under the Contract and must limit access to the Establishment to such Staff as are necessary for that purpose.

38.2 The Supplier acknowledges that a range of items listed in the following sub-clause 38.2.1 are not permitted within the Establishment and that it is or may be a criminal offence to introduce, or attempt to introduce, or be in possession of any such items in a prison, or remove them from a prison, without the written authority of the Purchaser (the prisoner Governor). All such items should be left out-with the prison precincts or at the Establishment reception. Any such items in the possession of a person or in a vehicle seeking entry to or exit from the secure perimeter of the Establishment must be declared to Purchaser's staff.

38.2.1 Prohibited Items include:

- Personal communication devices (PCDs), Articles with the following facility or adaptability are PCDs:
 - Wired connection to the internet;
 - Wireless connection to the internet;
 - Wired connection to the telephone system;
 - Wireless connection to the telephone system;
 - Bluetooth; and
 - Wi-Fi.

This includes, but shall not be limited to:

- PC;
- Laptop (unless specifically agreed);
- Memory cards or stick – compact flash, SD, XD, USB sticks etc.;
- Recordable media;
- Mobile phones;
- DECT Phones;
- PDA;
- Blackberry;
- Hand held Gameboy;
- Nintendo DS;
- Playstation 2 and all subsequent versions of Playstation consoles;
- PSP;
- X-box;
- X box 2 (360);
- SIM cards;
- Two way radios;
- I-pod;
- MP3 players;
- Gameboy SP;
- Nintendo revolution;
- Nintendo Gamecube; and
- Smart Watches including iWatch, Fitbit and Samsung Gear.

Satellite navigation devices are not in themselves prohibited but may contain a removable memory card which is an article that should be declared. Note: The above list is not exhaustive and other items/devices may be classed as prohibited.

38.2.2 The Purchaser recognises the legitimate use of vehicle on-board cameras for security of the vehicle & load, incident accident recording and insurance purposes. Use of vehicle on-board cameras should be declared

but is permissible within the secure perimeter of the Establishment for the intended purposes subject to the following provisions:

- The Purchaser has a presumption that recorded images will be automatically overwritten after a period of operation. The Supplier should ensure that any downloaded images are held securely and only for as long as necessary to support a legitimate business need;
- The Supplier (and its appointed sub-contractors) shall ensure that it maintains appropriate processes in accordance with the UK GDPR to restrict access to named persons to any imagery that the Supplier (and its appointed sub-contractors) may record or hold, including any recorded within the Establishment, from which individual persons can be identified or which indicates Establishment security processes;
- Unauthorised release of images recorded within the Establishment into the public domain would be considered a breach of the Contract.
- The Supplier (and its appointed sub-contractors) has a duty to cooperate with any access request from the Purchaser to view images recorded in the Establishment and to support any investigation into the inappropriate release of such material.

- 38.2.3 Where use of a PCD such as a laptop or computer or the use of an electronic device or tool listed in clause 38.2.1 is material to performance of the Contract, the Supplier will require to obtain prior written consent from the Purchaser (through the Governor) before bringing onto and using such devices within the Establishment. The Supplier remains wholly responsible for the controlled use and security of such items within the Establishment.
- 38.3 At the Purchaser's written request, the Supplier must provide a list of the names and addresses of all Staff who may require admission to the Establishment in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Purchaser may reasonably request.
- 38.4 The Supplier must ensure that any Supplier Staff member entering the Establishment has completed the process for obtaining Disclosure Scotland and/or Baseline Personnel Security Standard clearance as required under the Contract. The Supplier acknowledges that the Purchaser has the right to deny entry to any Staff member that has not completed these processes.
- 38.5 In accordance with the Purchaser's policies concerning visitor access, entry to the Establishment may be granted to individual Supplier Staff for the purposes of meetings, notwithstanding that the process for obtaining Disclosure Scotland and/or Baseline Personnel Security Standard clearance has not commenced or completed.
- 39.6 The Purchaser may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Establishment any Supplier Staff whose admission or continued presence would, in the opinion of the Purchaser acting reasonably, be undesirable.
- 38.7 The Supplier shall take all reasonable steps to comply with such notice and if required by the Purchaser the Supplier shall replace any person removed under this condition with another suitably qualified and experienced person.
- 38.8 The giving of such notice by the Purchaser shall not entitle the Supplier to suspend, terminate or withhold the performance of any of its obligations.
- 38.9 Security passes (where issued by the Purchaser to Supplier Staff) to facilitate access to the Establishment shall remain the property of the Purchaser and shall be surrendered on demand or following the termination or expiry of the Contract.
- 38.10 The Purchaser must provide advice and assistance acting reasonably to the Supplier to facilitate the Supplier's compliance with this clause.

38.11 All decisions of the Purchaser under this clause including whether any person is to be admitted or retains permission to access the Establishment or is not to become involved in performance of the Contract are final and conclusive.

40 Supplier's Equipment

40.1 The Supplier must provide all Equipment necessary to perform any required activities in the Establishment or otherwise necessary for the provision of Services.

40.2 But the Supplier must not, without the Purchaser's approval:

40.2.1 bring Equipment onto the Establishment; or

40.2.2 leave Equipment on the Establishment.

40.3 Any Equipment brought onto the Establishment:

40.3.1 remains the property of the Supplier; and

40.3.2 is at the Supplier's own risk and the Purchaser has no liability for any loss of or damage to the Equipment unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Purchaser's Default.

40.4 The Supplier must keep all Equipment brought into the Establishment in a safe, serviceable and clean condition. The Purchaser may at any time require the Supplier to remove from the Establishment any Equipment which in the opinion of the Purchaser acting reasonably is either hazardous, noxious or not in accordance with the Contract and substitute proper and suitable Equipment at the Supplier's expense as soon as reasonably practicable.

40.5 On completion of any required activities on the Establishment or at the end of a Working Day (as appropriate), the Supplier must at its own expense:

40.5.1 remove all Equipment; and

40.5.2 leave the Establishment in a clean, safe and tidy condition, clearing away all rubbish arising out of the Supplier's activities.

40.6 The Supplier is solely responsible for making good any damage to the Establishment or any objects contained therein, other than wear and tear, which is caused by the Supplier.

41 Purchaser Property

41.1 Where the Purchaser Issues Purchaser Property to the Supplier, the Purchaser Property remains at all times the property of the Purchaser.

41.2 The Supplier undertakes the safe custody of the Purchaser Property and to that end must:

41.2.1 keep the Purchaser Property in good order and condition (excluding wear and tear);

41.2.2 comply with any particular security requirements communicated to the Purchaser in relation to the Purchaser Property;

41.2.3 use any Purchaser Property solely in connection with the Contract and for no other purpose; and

41.2.4 store the Purchaser Property separately and ensure that it is clearly identifiable as belonging to the Purchaser.

- 41.3 The Purchaser Property is deemed for the purposes of clause 41.2.1 to be in good order and condition when received by the Supplier unless the Supplier notifies the Purchaser otherwise within 5 Working Days of receipt.
- 41.4 The Supplier must not:
- 41.4.1 modify or replace the Purchaser Property;
 - 41.4.2 use the Purchaser Property as security for a loan or other obligation;
 - 41.4.3 sell, or attempt to sell or part with possession of the Purchaser Property; or
 - 41.4.4 allow anyone to obtain a lien over, or right to retain, the Purchaser Property.
- 41.5 The Supplier licences the Purchaser to enter any premises of the Supplier during Working Hours on reasonable notice to recover any Purchaser Property.
- 41.6 The Supplier undertakes the due return of the Purchaser Property and as such is liable for all loss of, or damage to, the Purchaser Property (excluding wear and tear), unless such loss or damage was caused or contributed to by the Purchaser's Default. The Supplier must notify the Purchaser promptly and, in any event within 2 Working Days, upon becoming aware of any defects appearing in or losses or damage occurring to the Purchaser Property.
- 42 Health and Safety etc.**
- 42.1 While in the Establishment, the Supplier must comply with the Purchaser's policies concerning health and safety and fire and such modifications to those policies or replacement policies as are notified to the Supplier from time to time.
- 42.2 The Supplier must immediately inform the Purchaser in the event of any incident occurring in the performance of its obligations under the Contract in the Establishment where that incident causes any personal injury or damage to property which could give rise to personal injury. The Supplier must then promptly notify the Purchaser of that fact.
- 42.3 The Purchaser must promptly notify the Supplier of any health and safety hazards which may exist or arise at the Establishment and which may affect the Supplier in the performance of its obligations under the Contract.
- 42.4 The Supplier must promptly make available its statutory health and safety policy statement to the Purchaser on request.
- 43 Offences**
- 43.1 The Supplier must not commit or attempt to commit any offence:
- 43.1.1 under the Bribery Act 2010;
 - 43.1.2 of fraud, uttering, or embezzlement at common law; or
 - 43.1.3 of any other kind referred to in regulation 58(1) of the Public Contracts (Scotland) Regulations 2015.
- 43.2 Breach of clause 43.1 is a material breach for the purposes of clause 58.1.3 (Termination Rights).
- 43A. Compliance with Anti-Slavery and Human Trafficking Laws**
- 43A.1. In performing its obligations under this Contract, the Supplier shall:
- 43A.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes

from time to time in force, including the Modern Slavery Act 2015 and the Human Trafficking and Exploitation (Scotland) Act 2015;

43A.1.2. not engage in any activity, practice or conduct that would constitute an offence under the Human Trafficking and Exploitation (Scotland) Act 2015 if such activity, practice or conduct were carried out in the UK;

43A.1.3. include in contracts with its direct sub-contractors and Suppliers' provisions which are at least as onerous as those set out in this clause;

43A.1.4. notify the Purchaser as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract;

43A.1.5. maintain a complete set of records to trace the supply chain of all Services provided to the Purchaser; and

43A.1.6. provide the Purchaser and its third party representatives access to such records.

43A.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

43A.3. The Supplier shall prepare and deliver to the Purchaser, each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

43A.4. The Purchaser may terminate this Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause.

44 Tax Arrangements

44.1 Where the Supplier is liable to be taxed in the UK in respect of consideration received under this Contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

44.2 Where the Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

44.3 The Purchaser may, at any time during the Contract Term, request the Supplier to provide information which demonstrates how the Supplier complies with sub-clauses 44.1 and 44.2 above or why those clauses do not apply to it.

44.4 A request under sub-clause 44.3 above may specify the information which the Supplier must provide and the period within which that information must be provided.

44.5 The Purchaser may supply any information which it receives under clause 44 to the Commissioners of His Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

44.6 The Supplier shall take all reasonable steps to ensure the observance of the provisions of this clause 44 by all of their servants, employees, agents, consultants and sub-contractors.

44.7 Where the Supplier enters into any sub-contract with any of its servants, employees, agents, consultants and/or sub-contractors, the Supplier must ensure that a provision is included which is in the same terms as

this clause 44 subject only to modification to refer to the correct designation of the equivalent party as the Supplier.

45 Discrimination

The Supplier must not unlawfully discriminate against any person within the meaning of the Equality Act 2010 in its activities relating to the Contract or any other contract with the Purchaser.

46 Blacklisting

The Supplier must not commit any breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the Data Protection Laws by unlawfully processing personal data in connection with any blacklisting activities. Breach of this clause is a material default which shall entitle the Purchaser to terminate the Contract.

47 Sustainability etc.

The Supplier shall undertake their best endeavours to promote and participate in social value and community benefits in accordance with the Sustainable Procurement Duty and this Contract.

48 Conflicts of Interest

48.1 The Supplier must take appropriate steps to ensure that the Purchaser is not placed in a position where, in the reasonable opinion of the Purchaser, there is an actual or potential conflict between the interests of the Supplier and the duties owed to the Purchaser under the Contract.

48.2 The Supplier must disclose by notice to the Purchaser full particulars of any actual or potential conflict of interest which may arise and must take such steps as are necessary to avoid or remove the conflict of interest.

48.3 Breach of this clause by the Supplier is a material breach for the purposes of clause 58.1.3 (Termination Rights).

SECTION G FINAL PROVISIONS

49 Warranties and Representations

The Supplier warrants and represents that:

49.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised individual;

49.2 in entering the Contract, it has not committed any offence under the Bribery Act 2010 or of fraud or uttering at common law or any other kind referred to in the Public Contracts (Scotland) Regulations 2015;

49.3 it has not committed any breach of the Employment Relations 1999 Act (Blacklists) Regulations 2010 or section 137 of the Trade Union and Labour Relations (Consolidation) Act 1992, or committed any breach of the Data Protection Laws by unlawfully processing personal data in connection with any blacklisting activities;

49.4 as at the Commencement Date, all information contained in the SPD and Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Purchaser prior to execution of the Contract;

49.5 no claim is being asserted and no litigation, alternative dispute resolution procedure or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

- 49.6 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- 49.7 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- 49.8 it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- 49.9 in the 3 years prior to the Commencement Date:
- 49.9.1 it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
- 49.9.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;
- 49.10 it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- 49.11 it has made appropriate inquiries (for example as regards the Establishment) so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract;
- 49.12 it is familiar with the Purchaser's policies concerning Disclosure Scotland, Baseline Personnel Security Standard clearance and health and safety and fire as they apply at the Commencement Date;
- 49.13 it has in place appropriate technical and organisational measures to safeguard any Purchaser Protected Information provided by the Purchaser;
- 49.14 there are no actual or potential conflicts between the interests of the Supplier and the duties owed to the Purchaser under the Contract, save as may have been specifically disclosed in writing to the Purchaser prior to execution of the Contract; and
- 49.15 Not used.

50 Indemnity

- 50.1 The Supplier shall indemnify the Purchaser against all claims, proceedings, actions, damages, costs, charges, expenses and any other liabilities which may arise out of, or in consequence of, any Default of the Supplier.
- 50.2 The Purchaser shall indemnify the Supplier in respect of all claims, proceedings, actions, damages, fines, costs, expenses or other liabilities which may arise out of, or in consequence of, a breach of Data Protection Laws where the breach is the direct result of the Supplier acting in accordance with the Purchaser's specific written instructions. This indemnity provision shall not apply if the Supplier:
- acts on the Purchaser's specific written instructions but fails to notify the Purchaser in accordance with clause 14.12(c) of this Contract; or
 - fails to comply with any other obligation under the Contract.

51 Limitation of Liability

- 51.1 Neither Party is liable to the other Party under the Contract for any:
- 51.1.1 loss of profits, business, revenue or goodwill; or

51.1.2 indirect or consequential loss or damage.

51.2 But clause 51.1 does not exclude any liability of the Supplier for additional operational, administrative costs or expenses or wasted expenditure resulting from the Default of the Supplier.

51.3 But neither Party excludes or limits liability to the other Party for:

51.3.1 death or personal injury caused by its negligence;

51.3.2 misrepresentation;

51.3.3 fraud;

51.3.4 any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982; or

51.3.5 any breach of any obligations under the Data Protection Laws.

51.4 Subject to clauses 51.1 and 51.3:

a) the Supplier's aggregate liability occurring during the period from the Effective Date to the end of the first Contract year, exceed an amount equal to one hundred and fifty per cent (150%) of the prices payable by the Purchaser to the Supplier in the first Contract year;

b) the Supplier's aggregate liability occurring during any subsequent Contract year, exceed an amount equal to one hundred and fifty per cent (150%) of the prices paid by the Purchaser to the Supplier in the twelve months preceding the event giving rise to the claim.

52 Insurances

52.1 The Supplier must effect and maintain with a reputable insurance company:

52.1.1 public liability insurance in the sum of not less than 10,000,000 GBP;

52.1.2 Employer's liability insurance in accordance with any legal obligation for the time being in force; and

52.1.3 Lock indemnity shall reflect indemnity for the actual costs that the Purchaser incurs up to a maximum of the Lock Indemnity Amount for each and every occurrence where the Purchaser requires to replace or repair any affected lock(s), suite of locks and keys and to re-issue replacement keys to relevant personnel or Staff for any part of the Establishment which the Purchaser, in its sole discretion, considers requires to be replaced for security reasons in consequence of either:

- A "key compromise" namely where a member of the Supplier Staff given key(s) to any Establishment: (i) parts with possession of such key(s) for any period of time, (ii) removes the key(s) from the Establishment without authorisation, or (iii) does or fails to do anything which allows or permits, or may allow or permit, a copy of any such key to be made; or
- Locks are broken or otherwise rendered useless by any negligent act or error on the part of any Supplier Staff; or
- Any member of Staff fails in any respect to comply with any provision of any standing orders or rules notified by the Purchaser or controller of the Establishment which apply to the management, use, and control of keys and locks in secure Establishments; and

- The Purchaser acknowledges that, whilst this lock indemnity may be insured, the Supplier may indemnify the Purchaser against the costs and claims under this Clause 27.2(d) from its own funds.

52.2 Such insurance and indemnity must be maintained for the duration of the Contract.

52.3 The Supplier must give the Purchaser, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

53 Force Majeure

53.1 Neither Party is liable to the other Party for any delay in performing, or other failure to perform, its obligations under the Contract to the extent that such delay or failure is a result of Force Majeure. Nonetheless, each Party must use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of two (2) month, either Party may terminate the Contract with immediate effect by notice.

53.2 Any delay or other failure by the Supplier in performing its obligations under the Contract which results from any failure or delay by a Supplier Representative is only to be regarded as due to Force Majeure if that Supplier Representative is itself impeded by Force Majeure from complying with an obligation to the Supplier.

53.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any delay or failure on its part as described in clause 53.1, it must immediately notify the other Party of the Force Majeure and the estimated period for which the failure or delay is to continue.

53.4 The only events that afford relief from liability for failure or delay under the Contract are Force Majeure events.

54 Dispute Resolution

54.1 The Parties must attempt in good faith to resolve any dispute between them arising out of or in connection with the Contract in accordance with the Management Arrangements.

54.2 Any dispute or difference arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, which cannot be resolved in accordance with the Management Arrangements, shall be determined by the appointment of a single arbitrator to be agreed between the Parties, and failing agreement within 14 days after either Party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the Scottish Arbitration Centre on the written application of either Party. The seat of the arbitration shall be in Scotland. The language used in the arbitral proceedings shall be English.

54.3 Any arbitration under clause 54.2 is subject to the Arbitration (Scotland) Act 2010.

55 Severability

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision is severed and the remainder of the provisions of the Contract continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

56 Improvement and Default Notices

56.1 If the Supplier fails to provide the Services or any part of the Services in accordance with the Contract or fails to comply with any other obligation under the Contract (including the Supplier's achievement of readiness in accordance with the Implementation Plan), the Purchaser may serve an Improvement Notice on the Supplier, specifying the failure and requiring it to:

- Immediately undertake remedial measures to the satisfaction of the Purchaser within 14 calendar days or such other period as may be specified by the Purchaser; or
- To submit a time-bound action plan to inform the Purchaser of the measures which will be taken by the Supplier and the management supervision arrangements to address the issue(s) indicated in the Improvement Notice, correct any failure and to prevent or avoid its recurrence. The parties shall monitor progress against the action plan in terms of addressing the issue indicated in the Improvement Notice.

56.2 If the Supplier fails to comply with the requirements of an Improvement Notice or is otherwise in Default of any obligation under the Contract or Implementation Plan, the Purchaser may serve a Default Notice on the Supplier stating that the Supplier is in Default of its obligations under the Contract or Implementation Plan. The Default Notice shall specify the Default and require it to be remedied to the satisfaction of the Purchaser within 14 calendar days or such other period as may be specified by the Purchaser. Notwithstanding this provision the Purchaser may, in exceptional circumstances, where effective security, care, prisoner or public safety are potentially at risk, serve a Default Notice requiring immediate corrective action by the Supplier to address specific issue(s) of concern.

Where the required remedy has not been completed within the time period stipulated by the Purchaser, the Purchaser may undertake the Service itself, or engage a third party to do so and recover the full costs of such action from the Supplier, and/or issue a termination notice in accordance with the provisions of this Contract.

56.3 Clause 56.1 shall not prevent the Purchaser serving a Default Notice under Clause 56.2 without first serving an Improvement Notice in any circumstances where the Supplier is in Default of any obligation under the Contract.

57 Waiver and Cumulative Remedies

57.1 Any failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy does not constitute a waiver of that right or remedy and does not cause a diminution of the obligations established by the Contract.

57.2 Accordingly, no waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 10 (notices).

57.3 A waiver of any Default is not a waiver of any subsequent Default.

57.4 The rights and remedies provided by the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy is not to be deemed an election of such remedy to the exclusion of other remedies.

58 Termination Rights

58.1 The Purchaser may terminate the Contract by notice to the Supplier with immediate effect if the Supplier commits a Default and:

58.1.1 the Supplier has not remedied the Default to the satisfaction of the Purchaser within 20 Working Days, or such other period as may be specified by the Purchaser, after issue of a notice specifying the Default and requesting it to be remedied;

58.1.2 the Default is not in the opinion of the Purchaser, capable of remedy; or

58.1.3 the Default is a material breach of the Contract.

58.2 The Purchaser may terminate the Contract in the event that:

(a) the Contract has been subject to substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) (modification of contracts during their term) of the Public Contracts (Scotland) Regulations 2015; or

- (b) the Supplier has, at the time of contract award, been in one of the situations referred to in regulation 58(1) (exclusion grounds) of the Public Contracts (Scotland) Regulations 2015, including as a result of the application of regulation 58(2) of those regulations, and should therefore have been excluded from the procurement procedure.

58.3 The Purchaser may also terminate the Contract in the event of a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or employment law after having been advised of such obligations given a reasonable period of time to correct any such failure.

58.4 The Purchaser may also terminate the Contract where, at any time before the term of the Contract, the Supplier or any person falling within the description set out in paragraph (2) of regulation 58 of the Public Contracts (Scotland) Regulations 2015 commits an offence referred to in paragraph (1) of that regulation.

59 Termination on Insolvency and Change of Control

59.1 The Supplier shall notify in writing immediately, and the Purchaser may terminate the Contract with immediate effect by notice, where in respect of the Supplier:

59.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignation for the benefit of, its creditors;

59.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

59.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;

59.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

59.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;

59.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;

59.1.7 being a "small company" within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to schedule A1 to the Insolvency Act 1986;

59.1.8 a debt relief order is entered into; or

59.1.9 any event similar to those listed above occurs under the law of any other jurisdiction.

59.2 The Purchaser may terminate the Contract by notice with immediate effect within 6 months of:

59.2.1 being notified that a change of Control has occurred in accordance with clause 33.2 (Change of Control); or

59.2.2 where no such notification has been given, the date that the Purchaser becomes aware of the change of control.

59.3 But the Purchaser may not terminate the Contract under clause 58.2 where approval of the change of control has been granted by notice by the Purchaser.

60 Exit Management

- 60.1 The Supplier shall perform its relevant Exit Management obligations as part of the Framework whether applicable on either the expiry or early termination of this Contract.
- 60.2 The Supplier agrees that if it breaches (or attempts or threatens to breach) its obligation to provide Exit Management, the Purchaser and their respective Purchasers and stakeholders shall be irreparably harmed. In such circumstance, the Supplier agrees that the Purchaser may proceed directly to court notwithstanding anything to the contrary in the dispute resolution procedure outlined in Clause 54 (Dispute Resolution). If a court of competent jurisdiction finds that the Supplier has breached (or attempted or threatened to breach) any such obligation, the Supplier agrees that without any additional findings of irreparable injury, or other conditions to interdict, the Supplier shall not oppose the entry of an appropriate order compelling performance by the Supplier and restraining the Supplier from any further breaches or attempted or threatened breaches of its obligations in relation to Exit Management.
- 60.3 A draft of the Exit Plan shall be produced by the Supplier and supplied to the Purchaser within three (3) months after the Commencement Date and shall include or address the matters specified in Clause 60.4. The Purchaser shall provide to the Supplier the Purchaser's comments on the plan within one (1) month of the Purchaser's receipt of the plan. The Supplier shall take into account the comments and suggestions of the Purchaser and shall issue the final version of the Exit Plan to the Purchaser within ten (10) Working Days of receipt of the Purchaser's comments.
- 60.4 The Supplier shall throughout the period of the Contract review, maintain and continuously update the Exit Plan which shall include:
- 60.4.1 the activities required to enable the Purchaser to re-tender the Purchaser Requirements and/or the provision of the Services;
 - 60.4.2 the activities necessary to support any Replacement Supplier or the Purchaser in carrying out any necessary due diligence relating to all or part of the Services;
 - 60.4.3 details of the Exit Management to be provided by the Supplier prior to the Exit Management Date;
 - 60.4.4 support for the Replacement Supplier or the Purchaser during their preparation of any relevant plan for the transition of the System to the Replacement Supplier or Purchaser, including prior to and during such transition period;
 - 60.4.5 the maintenance of a 'business as usual' environment for the Purchaser during the period when Exit Management obligations are applicable; and
 - 60.4.6 all other necessary activities to support the preparation for, and execution of, a smooth and orderly Exit Management and transfer of all or part of the Services to either a Replacement Supplier or the Purchaser.
- 60.6 No amendment of the Exit Plan shall be made without prior written consent of the Purchaser.

61 Consequences of Expiry or Termination

- 61.1 Where the Purchaser terminates the Contract under clause 58 (Termination Rights) and makes other arrangements for the provision of services, the Supplier indemnifies the Purchaser against all costs incurred in making those arrangements.
- 61.2 Where the Purchaser terminates the Contract under clause 5 (Break), the Purchaser indemnifies the Supplier against any unavoidable losses directly resulting from the termination of the Contract (excluding loss of profit).
- 61.3 Any indemnity given by the Purchaser under clause 61.26 is subject to the Supplier:
- 61.3.1 taking all reasonable steps to mitigate its loss;
 - 61.3.2 taking all reasonable steps to recover its losses under any insurance policies held by it; and

- 61.3.3 submitting a fully itemised and costed list of losses which it seeks to recover from the Purchaser together with supporting evidence.
- 61.4 Except as provided for in clauses 50 (General Indemnity), 61.12 and 60.3 and the Management Arrangements», no indemnity is given or special payment is to be made by either Party to the other Party on expiry or termination of the Contract.
- 61.5 On expiry or termination of the Contract the Supplier must:
- 61.5.1 immediately return to the Purchaser all Purchaser Property and Purchaser Protected Information in its possession; and
- 61.5.2 destroy or delete any copies of Purchaser Protected Information (whether physical or electronic) in its possession.
- 61.6 The following provisions survive the expiry or termination of the Contract:
- 61.6.1 clause 1 (Definitions and Interpretation);
- 61.6.2 clause 13 (Recovery of Sums Due);
- 61.6.3 clause 14 (Data Protection);
- 61.6.4 clause 15 (Freedom of Information);
- 61.6.5 clause 16 (Purchaser Protected Information);
- 61.6.6 clause 17 (Supplier Sensitive Information);
- 61.6.7 clause 18 (Audit and Records Management);
- 61.6.8 clause 19 (Publicity);
- 61.6.9 clause 23 (Offers of Employment);
- 61.6.10 clause 25 (Information about Supplier Employees);
- 61.6.11 clause 26 (Staff transfer on expiry or termination);
- 61.6.12 clause 28 (Parties' pre-existing Intellectual Property Rights);
- 61.6.13 clause 29 (Specially Created Intellectual Property Rights);
- 61.6.14 clause 30 (Licences of Intellectual Property Rights);
- 61.6.15 clause 31 (Claims relating to Intellectual Property Rights);
- 61.6.16 clause 37 (Official Secrets Acts);
- 61.6.17 clause 40 (Supplier's Equipment);
- 61.6.18 clause 41 (Purchaser Property);
- 61.6.19 clause 44 (Tax arrangements);
- 61.6.20 clause 47 (Sustainability);
- 61.6.21 clause 49 (Warranties and Representations);
- 61.6.22 clause 50 (Indemnity);
- 61.6.23 clause 51 (Limitation of Liability);
- 61.6.24 clause 52 (Insurances);
- 61.6.25 clause 54 (Dispute Resolution);
- 61.6.26 clause 56 (Waiver and Cumulative Remedies);
- 61.6.27 this clause 60;
- 61.6.28 clause 63 (Governing Law and Jurisdiction); and
- 61.6.29 paragraph 2 (Supplier's Warranty) of Part 2 of Schedule A (Cyber Security Requirements).
- 61.7 If a Judicial Order is made, the provisions of the Management Arrangements referring to that possibility apply.
- 61.8 Immediately upon termination of the Contract for any reason whatsoever the Supplier shall render such reasonable assistance to the Purchaser or third party nominated by the Purchaser, if requested, as may be necessary to effect an orderly assumption by a replacement Supplier of the Services previously performed by the Supplier under the Contract. The Supplier shall be entitled to charge for such termination services in accordance with acceptance by the Purchaser of valid and fully evidenced costs subject to open book reporting.

62 Entire Agreement

62.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with herein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause does not exclude liability in respect of any misrepresentation (whether in the SPD or Tender or otherwise).

62.2 In the event of, and only to the extent of, any conflict between the clauses of the Contract, the Schedules and any document referred to in the Contract, the following order of precedence applies:

62.2.1 the clauses of the Contract;

62.2.2 the Schedules; and

62.2.3 any other document referred to in the Contract.

63 Governing Law and Jurisdiction

The Contract is governed by and interpreted in accordance with Scots law and, subject to clause 54 (Dispute Resolution), the Parties submit to the exclusive jurisdiction of the Scottish courts.

This is Part 2 of Schedule A referred to in the foregoing Contract number SPS-02053 between the Scottish Ministers and PeoplePlus Group Limited

CYBER ESSENTIALS **Cyber Essentials Scheme**

1 Definitions

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

"Cyber Essentials Scheme" means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>;

"Cyber Essentials Basic Certificate" means the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;

"Cyber Essentials Certificate" means Cyber Essentials Basic Certificate, the Cyber Essentials Plus Certificate or the Cyber Essential Scheme certificate equivalent to be provided by the Supplier as set out in the Framework Data Sheet;

"Cyber Essential Scheme Data" means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and

"Cyber Essentials Plus Certificate" means the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2 Cyber Essentials Obligations

2.1 Where the Specification requires that the Supplier provide a Cyber Essentials Certificate prior to the Go Live Date the Supplier shall provide a valid Cyber Essentials Certificate, then on or prior to the commencement of the Services the Supplier delivers to the Purchaser evidence of the same. Where the Supplier fails to comply with this paragraph it shall be prohibited from commencing the carrying out of the Services under any contract until such time as the Supplier has evidenced to the Purchaser its compliance with this paragraph 2.1.

2.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during the carrying out of the Services the Supplier shall deliver to the Purchaser evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under paragraph 2.1.

2.3 Where the Supplier is due to Process Cyber Essentials Scheme Data after the commencement of the Services but before completion of the Services the Supplier shall deliver to the Purchaser evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under paragraph 2.1.

2.4 In the event that the Supplier fails to comply with paragraphs 2.2 or 2.3 (as applicable), the Purchaser reserves the right to terminate this Contract for material Default.

2.5 The Supplier shall ensure that all sub-contracts with sub-contractors who Process Cyber Essentials Data contain provisions no less onerous on the sub-contractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under paragraph 2.1 of this Schedule.

This Schedule shall survive termination or expiry of this Contract.

End of Part 2 of Schedule A

This is Part 3 of Schedule A referred to in the foregoing Contract number SPS-02053 between the Scottish Ministers and PeoplePlus Group Limited

GDPR

The following definitions shall apply to this Schedule Part 14.

"Agreement" means this Contract;

"Processor Personnel" means all directors, officers, employees, agents, consultants and Suppliers of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;

GDPR CLAUSE DEFINITIONS:

"Data Protection Legislation" means:

- (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time;
- (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and
- (iii) all applicable Law about the processing of personal data and privacy;

"Data Protection Impact Assessment" means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer" take the meaning given in the GDPR;

"Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the Processor 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 Subject 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;

"DPA 2018" means Data Protection Act 2018;

"GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679);

"Joint Controllers" means where two or more Controllers jointly determine the purposes and means of processing;

"LED" means Law Enforcement Directive (Directive (EU) 2016/680);

"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 the such measures adopted by it;

"Sub-processor" means any third party appointed to process Personal Data on behalf of that Processor related to this Agreement;

1 Data Protection

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Purchaser is the Controller and the Supplier is the Processor unless otherwise specified in Annex A to this Schedule Part 14. The only processing that the Processor is authorised to do is listed in Annex A to this Schedule Part 14 by the Controller and may not be determined by the Processor.

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Annex A to this Schedule Part 14, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex A to this Schedule Part 14);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 1.5 Subject to Clause 1.6, the Processor shall notify the Controller immediately if it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under Clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event; and
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1 such that they apply to the Sub-processor; and

- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard Clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers as identified in Schedule Annex A to this Schedule Part 14 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in this Contract in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

ANNEX A TO PART 3 OF SCHEDULE A

SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

This Annex A shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

- 1 The contact details of the Controller's Data Protection Officer are: [Redacted]
- 2 The contact details of the Processor's Data Protection Officer are: [Redacted]
- 3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Purchaser is the Controller and the Supplier is the Processor in accordance with Clause 1.1.
Subject matter of the processing	The processing is essential to ensure that the Processor can efficiently deliver the contract, providing services to prison learners to meet the requirements of the contract to SPS
Duration of the processing	The duration of the process is from the start of this contract (1 August 2025) until contract end.
Nature and purposes of the processing	<p>Data captured within a learning contract primarily pertains to the learning journey of an individual This data can be both qualitative and quantitative.</p> <ul style="list-style-type: none"> • Qualitative data: Includes subjective information such as learner feedback, reflections, and assessments of the learning experience. • Quantitative data: Includes measurable information such as attendance records, completion rates, qualifications, and performance metrics. <p>Scope of Data The scope of data in a learning contract is typically broad and encompasses various aspects of the learning process. It includes:</p> <ul style="list-style-type: none"> • Learner information: Demographics, learning styles, prior knowledge, and experience. • Learning objectives and outcomes: Clear and measurable goals for the learning process. • Learning activities and resources: Details of the planned learning activities and materials. • Assessment methods: How learning will be evaluated and measured. • Support services: Available support resources for learners. • Timeline: Key milestones and deadlines for the learning process. • Evaluation and reflection: Mechanisms for evaluating the learning contract and gathering feedback. <p>Purpose of Data Capture</p>

Description	Details
	<p>The primary purpose of data capture in a learning contract is to:</p> <ul style="list-style-type: none"> • Monitor progress: Track learner progress towards achieving learning objectives. • Evaluate effectiveness: Assess the effectiveness of the learning contract and its components. • Inform decision-making: Use data to make informed decisions about curriculum, instruction, and support services. • Accountability: Demonstrate the value of the learning experience and meet reporting requirements. • Continuous improvement: Identify areas for improvement in the learning process. • Personalisation: Tailor learning experiences to individual needs based on data analysis. <p>By collecting and analysing data, stakeholders can gain valuable insights into the learning process and make data-driven decisions to enhance learner outcomes.</p>
Type of Personal Data being Processed	Name, address, date of birth, NI number, telephone number, images (if required), email (if required), neurodiverse or learning disability information, ethnicity, employment records, historic offences or index offences (if required).
Categories of Data Subject	Prison learners, Staff (including volunteers, agents, and temporary workers).
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	At the end of the contract term all data will be returned to the controller in a format that is agreeable to all parties.

End of Schedule A

SPECIFICATION

This Schedule B consists of the following:

- Part 1 of Schedule B - Specification
- Part 2 of Schedule B – Performance Management;
- Part 3 of Schedule B – Purchaser Background Information including:
 - Establishment Details;
 - Vision of the SPS;
 - Average Daily Population;
 - Prisoner Population Details;
 - Prison Descriptions; and
 - Current IT Equipment;
- Part 4 of Schedule B – Staff Competency Matrix (Example);
- Part 5 of Schedule B –Management Information Example Template; and
- Part 6 of Schedule B – Proposed Outcomes Measures (“Results Framework”).

The following Schedule B – Specification shall be read in conjunction with the following defined terms:

Defined Term	Definition
“ALP”	means the Annual Learning Plan as detailed in section 4.2 of Part 1 of Schedule B ("Annual Learning Plans").
“Balanced Scorecard”	means the Purchaser’s method of measuring overall Contract performance across four domains (Quality, Service, Cost, Sustainability).
“Contextualised Learning”	means delivery of the Services by the Supplier in non-traditional classroom environments (such as work sheds, gymnasiums, residential areas, etc.), led by Supplier or in conjunction with the Purchaser and/or partners.
“Contract Year”	means 1st August - 31st July in each year of the Contract Term.
“Core Curriculum”	means the core range of subjects that the supplier will ensure is available to all sites at all times. Essential knowledge and skills that all Learners require.
“Core Services”	means all essential elements of the Services which the Supplier will deliver in accordance with the Minimum Requirements set out in Part 2 of Schedule B.
“Cumulative Performance Score”	means the Performance Score against a range of specific Performance Measures as defined in Part 2 of Schedule B.
“D&L Strategy”	means The Purchaser’s strategy for delivering developing and learning for people in custody (“ Learning for a Better Future”), as launched in August 2024.
“Digital Education Content”	means the range of educational content relevant to the Services as provided by the Supplier and maintained throughout the Contract Term.
“Flexible Hours”	means any hours of operation during which the Supplier delivers the Services outside of the Standard Hours as may be agreed with the Purchaser through the Annual Learning Plan or otherwise.
“Gateway Skills”	means oracy, literacy, numeracy, and digital competence skills which enable individuals to access wider opportunities.
“HEAB”	means Higher Education Access Board as detailed in section 6.3 of Part 1 of Schedule B ("Higher or Further Education").
“Implementation Period”	means the period from Contract Commencement date to Go Live Date.
“Implementation Plan”	a detailed roadmap outlining the steps, resources, and timeline required to execute the required Services of the Contract - and in Schedule D the plan is located in “Part 23 - Service Implementation and Service Exit”.

“Learners”	means the individual people in custody who engage with development and learning services.
“Needs Assessment”	means the Aggregated Needs assessment as detailed in section 4.1 of Part 1 of Schedule B (“Strategic Approach”)
“PDLP”	means Personal Development & Learning Plans (or ePortfolios) as detailed in section 6 of Part 1 of Schedule B.
“Peer Mentors”	means someone who shares similar experiences, knowledge, or skills with another individual and provides guidance, support, and advice.
“Peer Mentor Plans”	means an establishment specific plan that details how and the manner in which Peer Mentors will be identified, utilised and supported while in custody.
“Personal Officer”	means the Purchaser role within an Establishment offering direct support to the person in custody and ensuring that all supportive opportunities are signposted accordingly.
“Prisoner Learning Hour”	means a full hour of specific, measurable, validated and completed learning that is delivered to any singular person in custody.
“Prisoner Records” or “PR2”	means the Purchaser network (Second Generation) which stores details of all person’s held in custody. It is the current primary system for recording all activity hours and all information relating to a persons sentence management.
“Prospectus”	means The entire range of subjects provided by the Supplier.
“Protection Status”	means the status of a person in custody that would differentiate them from others. This could be related to their offence, links to enemies or any other operational reason that would require someone to be separated from another (in line with Prison Rules) and for the purpose of maintaining the safety of persons and/or the good order of each Establishment.
“QBR”	means Quarterly Business Review.
“Screening”	means the holistic review and identification of literacy, numeracy, digital, employability and neurodiverse needs and levels, where appropriate, related to SCQF.
“Standard Hours”	means “08:30-16:30, Monday - Friday which are the normal hours of operation during which the Supplier will provide the Services to all the Purchaser’s Establishments, unless otherwise agreed with the Purchaser in writing.
“Value Added Service”	means the Prices payable where the Supplier achieves very high or better performance as reflected in the “Cumulative Performance Score” (see Part 2 of Schedule B).

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1. Introduction

The Scottish Prison Service (SPS) is an Executive Agency of the Scottish Government and was first established in April 1993. As an Executive Agency, the SPS is funded by the Scottish Government.

The SPS is responsible for those who are committed to its care by the Courts and is accountable to the Scottish Parliament for the delivery of custodial care in accordance with The Prisons and Young Offenders Institutions (Scotland) Rules 2011.

There are 17 prisons operating across Scotland, with SPS managing 16, HMP Addiewell is managed by Sodexo and is not within the scope of this Contract.

Our operating context is dynamic, demand-led, and extremely complex. Prisons are small communities, which operate 24 hours a day, 7 days a week. They are also the working environment for our staff and as such, there are a range of regulatory and legal requirements that must be met.

The role of Scotland's prisons is derived from two key documents: the Scottish Government's 'Vision for Justice in Scotland 2022' and the Scottish Sentencing Council's 'Purposes of Sentencing'.

The Vision for Justice states:

'There will always be a need for prison where a risk of serious harm is posed and custody can provide an important opportunity for rehabilitation...imprisonment for short periods is counterproductive and our evidence consistently shows that those serving short-term sentences reoffend more often, although it should be noted that those who receive community sentences have often committed less serious crimes. The long-term aim is that people should only be held in custody where they present a risk of serious harm.'

This vision makes it clear that Scotland 'must look to redefine the role of custody in the context of needing to better support individuals' rehabilitation, by taking a trauma-informed and person-centred approach whilst also ensuring public safety.'

As an executive agency of Scottish Government, our work contributes to the delivery of the national outcomes specified in the National Performance Framework. Our work aligns with the following outcomes within that framework:

- We live in communities that are inclusive, empowered, resilient, and safe.
- We respect, protect, and fulfil human rights and live free from discrimination.

Vision

'Learning for a Better Future' is founded upon the SPS values and strategic priorities and contributes directly to each of the SPS aims. It supports national policies in justice, adult learning and education, including Scotland's National Performance Framework, Scotland's Vision for Justice, The Adult Learning Strategy 2022, UNESCO Vision and HM Inspectorate of Prisons for Scotland Standards. It is compliant with national and international human rights standards relating to imprisonment. The strategy also provides a vehicle to ensure that the relevant obligations under the 2010 Equality Act and the Public Service Equality Duty are met.

In summary, the SPS Development and Learning Strategy for People in Custody ‘Learning for a Better Future’, has developed key principles and pillars that shall support people towards Development and Learning opportunities that are impactful on an individual’s positive engagement while in custody and continued engagement within their respective communities upon release.

The Personal Development and Learning Contract (PDL) is key to these ambitions with the Supplier being seen as a key partner in the change process, enablers, and active contributors to achieving the organisation’s ambitions. Additional information on the work of the SPS can be found on the SPS’s website at www.sps.gov.uk.

Prison Population

Scotland’s prison system operates in an ever-changing context. Scotland’s prison population has increased in recent years, mainly due to increases in average sentence lengths and increases in the use of remand. The turnover of Scotland’s prison population has reduced due to overall reductions in the use of imprisonment. Scotland’s prison population continues to be unprecedented in its complexity, mainly due to a changing mix of crime, with more serious crime as a proportion and increased reporting of sexual crimes, in particular, this complexity is illustrated by increasing demand for health and social care. Despite longer term reductions in crime, there are more upward pressures than downward for Scotland’s prison population; and there has been a general decline in the female population and the number of young people in custody has continued to reduce. Scotland’s prison system pressures, resourcing and stability are all inextricably linked. The prison system can only unlock and shift resources towards rehabilitation if prison pressures are reduced, especially those populations that increase overcrowding by virtue of the need to keep them separate, impacting on single cell occupancy (people on remand, people with a history of sexual offending, people involved in Serious and Organised Crime). The increases in people coming into our care with histories of serious offending is drawing prison system capacity increasingly towards safety and security. This, in turn, impacts on system capacity to meet wider expectations around rehabilitation and reintegration. The levers that would enable Scotland’s prison system to unlock and shift resources more towards rehabilitation mainly lie outside the prison system itself. SPS is therefore fully supportive of steps being taken to prevent serious crime – and the long prison sentences that come with serious offending - happening in the first place, the steps to increase alternatives to imprisonment and alternatives to remand. We also recognise that we cannot manage the risks and meet the needs of Scotland’s prison population on our own.

Further statistical information on numbers and the movement of individuals is published in “Prisons Statistics Scotland”, a Statistical Bulletin of the Scottish Government and can be found at the following link; [Prison Statistics Scotland](#).

Prison numbers will inevitably change throughout the Contract Term and SPS shall consequently make operational decisions about the prison estate. This shall include numbers and category of individuals located in each Establishment (e.g. when the SPS opens or closes an accommodation unit, moves people in custody or changes the population mix). The Supplier shall be expected to provide a flexible operating and staffing model capable of coping with these population changes during the term of Contract.

The SPS Annual Report and Accounts 2022- 2023 provides summary level information about SPS including the numbers held in custody: [APPENDIX 15 \(sps.gov.uk\)](#)

2. Background

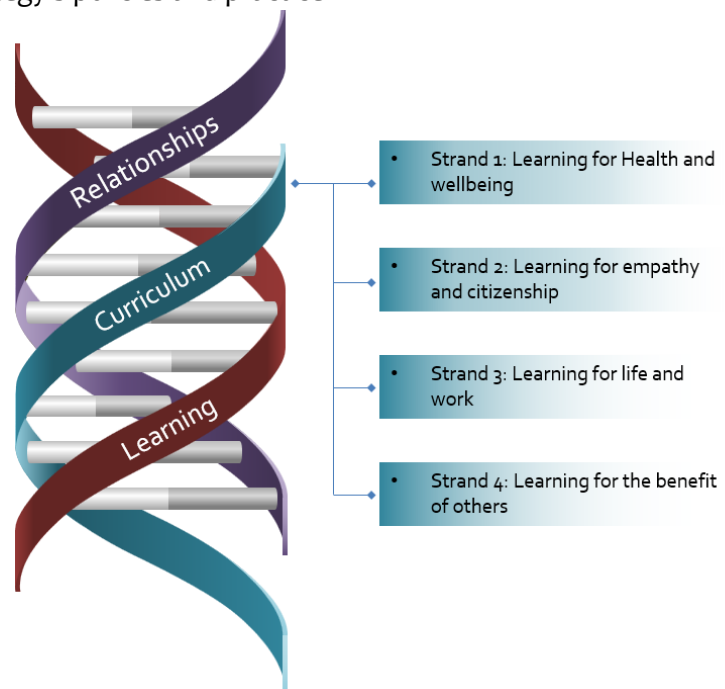
SPS has reflected upon lessons learned and experiences gained throughout the previous contract prison-based education ('Learning and Skills'). That contract was delivered during a period of significant change, including the impact of the Covid-19 restrictions whilst seeking to improve upon previous learning strategies. In December 2022, a project was initiated to develop a new learning strategy. 'Learning for a Better Future', was borne from a comprehensive literature review and was considerate of detailed user feedback and was designed and written in collaboration with Education Scotland and wider academics. As such the principles and pillars of the strategy set a robust direction that contracted learning services shall play in supporting the SPS to achieve its goals.

Principles

The following principles underpin the strategy's policies and practice:

Principles:

- ❖ Positive relationships
- ❖ Human Rights Based
- ❖ Trauma responsive
- ❖ Inclusive and accessible
- ❖ Individualised
- ❖ Clear about purpose
- ❖ Providing opportunities for progression and supporting transition
- ❖ Evidence based
- ❖ Recognising progress and achievement
- ❖ Developed through codesign and evaluation
- ❖ Based on collaborative partnerships



'Learning for a Better Future' is based upon three pillars which emerge from the rationale and principles above. These pillars are [Relationships](#), [Curriculum](#) (the 'what') and [Teaching and Learning](#) (the 'how'). Furthermore, the strategy defines 4 emerging strands that support development and learning towards [Health and Wellbeing](#), [Empathy and Citizenship](#), [Life and Work](#) and for the [Benefit of Others](#). The four strands form a basis for planning both an individual's development pathway and evaluating the overall spread of provision within an Establishment.

Delivery of this strategy within the context of a prison operational setting, developing the Services to flexibly address evolving needs, and doing so within the available financial envelope (providing value for money) is challenging, and requires a joint approach between the Supplier and SPS.

3. Contract Scope

3.1 Aims and Objectives of the Contract

The Personal Development and Learning Contract (PDL) is intended to directly support the Purchaser in delivering its strategy, 'Learning for a Better Future'. As such the Supplier shall plan, coordinate and deliver the Services with the objective of ensuring that every person in custody is afforded the opportunity to engage in development and learning opportunities that are reflective of their needs, are trauma informed and inclusive and support them both in custody and upon release.

It is essential that the Services provided within Establishments are needs-led, effective and attractive to potential Learners, who can often feel disaffected and lacking motivation to engage. The Services will be a significant contributor in achieving the key outcomes identified within the Results Framework (Part 6 of Schedule B). As such, the Supplier shall be expected to work in partnership with other agencies and organisations as specified by the Purchaser to evidence the expected outcomes under each of the domains.

The Supplier shall be required to provide a flexible Service in terms of the range and availability of learning opportunities offered at each Establishment and will reflect this within each Establishment's agreed Annual Learning Plan (ALP) and reflective of the changing digital environment. Whilst the Supplier will continue to deliver the majority of the Services through direct face-to-face contact with Learners, this will be augmented through the use of digital content and teaching. The Supplier will establish an appropriate blend of face-to-face: digital delivery and may change the blend during the life of the Contract where this optimises the effectiveness of the overall Services. In addition, the Supplier will ensure that there is an element of contextualised learning available outwith the confines of the traditional classroom environment and instead through the wider range of activities that take place in the Establishment setting, whether led by the Supplier or by other partners.

The Purchaser aspires to ensure that the development and learning opportunities provided in some areas of work better align with industry norms, employer needs and/or is accredited; thereby supporting individuals towards potential employability outcomes. The Supplier shall be required to support this by providing embedded learning opportunities across the range of Establishment activities and as agreed in Establishments ALPs.

3.2 Scope of Services

The Supplier shall provide a comprehensive learning service to meet the combined needs of the entire Establishment population, including:

- the provision of a variety of development and learning opportunities for people in custody. This includes:
 - a core curriculum which focuses on developing literacy, numeracy and digital skills ("Gateway Skills");
 - additional subjects including arts, humanities, social sciences, and core skills integrated into vocational training;
 - provision of life skills providing practical skills for daily life and delivered through direct learning opportunities or in conjunction with other activities undertaken by the Purchaser, Establishment-based or other third partners;

- Tailored Partnership Programmes: Each Establishment offers additional development and learning opportunities based on needs, facilities, and partnerships with external organizations;
- a planned approach to engaging Learners across Establishments in Scotland with a view to optimising participation in personal development and learning;
- undertake a screening programme for literacy and numeracy, digital competency, employability and neurodiverse / Learning Difficulties and Disabilities (LDD). Aim to maximise screening to all people in custody;
- the development and agreement of ALPs for each Establishment, setting out *inter alia* the programme of Services to be delivered at that Establishment and any projected outputs and outcomes for the forthcoming year;
- the provision of suitable web-based or cloud-based learning content for access through learning centres (Supplier-provided IT Equipment and internet connectivity) and, in-cell (when available through Purchaser-provided digital equipment and network infrastructure);
- the provision of Personal Development and Learning Plans (PDLP) and ePortfolios for all active Learners and the 6-monthly reviews of these;
- the continued development of peer mentoring across Establishments in Scotland;
- leading or supporting employability initiatives delivered across Establishments in Scotland;
- provision of pre-release plans with necessary supporting information for all applicable Learners;
- active contract management in conjunction with the Purchaser including:
 - provision of a full implementation plan to ensure smooth transition to the new Contract;
 - provision of detailed management information on all aspects of Service delivery per Establishment and service-wide (detailing all outputs and outcomes achieved);
 - performance reports as required by the Contract;
 - monitoring of outcomes where required under the Contract Results Framework (see Part 6 of Schedule B);
 - identification of performance trends, projected targets and improvement plans per Establishment and service-wide; and
 - provision of a detailed exit plan to support future transition (end of Contract Term).

3.3 Contractual Basis

The Supplier shall:

- deliver the range of Services as detailed in sections 4 to 16 below;
- be responsible for planning, coordinating and delivering all requirements of this Contract for the Prices detailed in Schedule C;
- mobilise and implement the Services by the Go Live Date and meet all timescales set out in this Schedule B; and
- comply with all relevant legislation and regulatory provisions when delivering the Services.

4. Detailed Requirements

4.1 Strategic Approach

The Supplier shall consider the detail contained within ‘Learning for a Better Future’ and develop a plan for delivering the Service across all Establishments. The Supplier’s overall plan will set out the strategic approach for Service delivery across the (5-year) Contract Term. This plan will set out:

- current levels of performance across all aspects of the existing service, as agreed with the Purchaser (to establish ‘Baseline Performance’);
- the range of Performance Measures(quantitative and qualitative) to be used to track progress across all aspects of the PDL Service going forward (Part 2 of Schedule B); and
- key milestones and targets for Service improvements across the range of Performance Measures and throughout the Contract Term.

The Supplier will maintain the 5-year plan and update this on an annual basis to reflect any changes in expectations, Performance Measures or targets for improvement. The annual update will also be informed by the latest Annual Learning Plans (see 4.2) and the aggregated needs assessment detailed below.

The Supplier shall produce, on an annual basis, an aggregated needs assessment (“Needs Assessment”) in relation to the people in our care across all Establishments. This Needs Assessment will be informed by *inter alia* the “screening process” (see Section 5), PDLs / e-Portfolio, peer mentoring or any Learner feedback gained through the on-going Service delivery.

The Supplier shall undertake the Needs Assessment with a view to this data being available no later than 30 days before the commencement of the ALP cycle (1st August). The Supplier shall ensure the Needs Assessment can be utilised locally to inform the ALP.

For Year 1 of the Contract, the Supplier shall provide an interim Needs Assessment within the first 6 months of the Contract Go Live Date (by no later than 1st February 2026). This will be informed by historic data provided by the Purchaser and ‘live’ data gathered through the Supplier’s Service delivery.

4.2 Annual Learning Plans

The Supplier will produce an Annual Learning Plan (ALP) for each Establishment, in conjunction with the Purchaser and for the formal approval of the Purchaser. The ALPs will be informed by the Needs Assessment undertaken by the Supplier.

The Purchaser expects the consistent delivery of high quality Development and Learning opportunities. The Supplier shall deliver a broad, engaging range of learning activities in creative and flexible ways, to achieve the highest possible engagement of Learners in activities that shall address their needs, risks and strengths and enable them to contribute. Given the changing and evolving needs of the Establishment population and in recognition of the Purchasers ‘whole prison approach’ to development and learning, the Purchaser requires delivery of learning Services in several locations within each Establishment including, where appropriate, in residential halls. The mechanism to consider, plan and action agreed deliverables is through the provision of a robust ALP.

The Supplier shall develop, in conjunction with the Purchaser, an ALP for each individual Establishment. The process of doing so shall include relevant consultation between the Purchaser HQ Learning Team, representatives of each Establishment, and the Supplier. The ALP is intended to better coordinate and integrate all aspects of learning within each Establishment e.g. vocational training, physical education, employability, life-skills, and family learning.

ALPs shall be discussed, developed, finalised, and agreed with the Supplier during the Contract implementation period and shall be live from the Contract Go Live Date.

The Purchaser's expectation is that the ALP for each Establishment, in each subsequent year, shall be developed, concluded, and agreed for each Establishment ahead of the start of each Contract Year. i.e. August to July. The agreed ALP shall then be delivered, and progress monitored throughout the Contract Year.

ALP activities which envisage any significant changes (e.g. changes in Purchaser staffing, the regime, or the learning centre) shall be considered timeously, to allow the Establishment concerned to plan for the potential impact within its wider business planning activities.

The ALP process reflects three-way governance sign-off i.e. the Supplier, the Establishment (*nominally the Governor or the Head of Offender Outcomes*), and the Purchaser's HQ Learning Team. Where there is a disagreement or dispute about an ALP this shall be referred to the HQ Learning team for consideration and determination. Furthermore, to ensure consistency of approach and strategic intent, the governance of the ALP process should be managed centrally by the HQ Learning Team.

Each ALP shall indicate the range of learning activities to be provided and how these best meet the needs and circumstances of the individuals and the specific Establishment. The Supplier shall ensure that each ALP:

- clearly states the proposed provision of development and learning opportunities at that Establishment for the coming year including agreed curriculum content and a rolling monthly timetable for each population group;
- clearly sets out the range of supported learning services required within each Establishment to support wider activities such as vocational training courses; employability initiatives; Peer Mentor management; physical education activities; peripatetic Service delivery where required; Information Advice and Guidance (IAG) and to support Throughcare referrals for post-liberation continuity of learning;
- sets out areas outwith the Learning Centre designated for Service delivery;
- sets out details of any key dependencies and issues (including responsibility and any specific actions flowing from the ALP);
- holistically reviews trends, any recurring themes, and issues with a view to determining any actions which would assist addressing inhibitors to attendance or learning; this may include regime or other factors within the remit of the Establishment;
- sets out any revision / change(s) of Supplier resources required to enable effective delivery of the ALP (Staffing, IT Equipment, learning materials, etc) with clear indications when these resources would be available;
- sets out any agreed (or proposed) partnership working which shall be provided or developed by the Supplier with others to support or deliver elements of the ALP;
- sets out any actions which the Purchaser has agreed to undertake to support the ALP;

- includes embedded learning: To integrate learning and contextualising experiences and opportunities utilising the full spread of facilities available within the custodial setting, work areas, visit rooms, gymnasias as examples. In summary terms, it's about *learning while doing*;
- ensures the curriculum and timetabling reflected as an outcome of ALPs seek to balance the identified needs and learning / skills / employability aspirations of the Establishment population (e.g. long-term, short-term, male, female or young people etc.) including groups or individuals with any identified needs (learning disability, age – learning relevant to older prisoners, disability, English as a second language, etc.); and
- ensures, as an area of priority, a focus on engaging those Learners with underlying literacy, numeracy or digital competency need.

5. Screening

5.1 Initial Screening

The Supplier shall plan and deliver an ongoing programme of “Screening” using an appropriate electronic tool / toolkit. The Supplier’s Screening programme will cover the following areas:

- specific learning needs for all participating individuals. This includes “Gateway Skills” (incorporating literacy, numeracy and digital competency);
- neurodiversity / Learning Difficulties and Disabilities (LDD); and
- skills / employability (considering both the individual’s skillset / employability and their aspiration).

The Supplier shall conduct initial screening with a view to screening all people in custody as far as possible, within one month of their admission to an Establishment. This excludes all inter-prison transfers where the Supplier has already undertaken screening within the previous six months.

The Purchaser shall notify the Supplier of all known admissions as soon as practically known, but later than on a weekly basis.

The Supplier will endeavour to screen all people in custody and, **as a minimum**, the following groups must be offered the opportunity to undertake the screening process (within one month of admission):

- all convicted adults, sentenced to 6 months or more;
- all convicted young offenders (those aged 21 and under); and
- any individual wishing to engage in learning activity, including remand.

5.2 Managing Screening Outcomes

The Supplier shall:

- ensure that all Screening outcomes are included within PDLs and/or ePortfolios within 5 working days of Screening; and
- where requested by the Purchaser, record the outcome of all Screenings on the Purchaser’s Prisoner Records management information system (PR2).

Following all Screening outcomes, for all individuals screened, the Supplier shall:

- provide individual feedback and offer an appropriate place on a programme of learning. The Supplier shall endeavour to offer the place within 14 days of identifying the need and, in any event, no less than 30 days; and

- if that place is accepted, the Supplier shall document this within the PDLP / ePortfolio and ensure that the person in custody commences the programme within 28 days of the offer being accepted.

5.3 Screening Outcomes – Monitoring and Evaluation

The Supplier shall provide a system to record and monitor the engagement / attempted engagement of all people in custody and the outcomes of all Screening undertaken. The Supplier shall ensure that the Screening outcomes include the following data as a minimum:

- the Learner's name and number;
- literacy, numeracy, digital level based on screening or existing PR2 record;
- analysis and comparisons of Gateway Skills and associated trends over time;
- date liberated from custody; and
- any refusals to be screened or participate in screening shall be noted via Management Information Report and recorded in PR2.

The Supplier's system will enable the calculation of Aggregate Need for Gateway Skills, neurodiverse / LDD and Employability for all participants.

The Supplier will provide the Purchaser with:

- monthly reports at Establishment level (to Heads of Offender Outcomes) and nationally (to the Purchaser's HQ Learning Team); and
- direct access to the Supplier's system to enable the Purchaser to directly run performance reports including Screening outcomes across groups and time periods and identify any underlying trends.

The Supplier will utilise the reports on Screening outcomes to:

- inform the Needs Assessment;
- inform the development and agreement of each ALP; and
- focus and target Service interventions at individuals screening at or below Scottish Credit and Qualifications Framework (SCQF) Level 3.

6. Personal Development and Learning Plans / ePortfolios

6.1 Process and Content (PDLPs / ePortfolios)

The Supplier shall produce digital Personal Development and Learning Plans (PDLPs) and/or ePortfolio for all people engaging in development and learning opportunities. The Supplier shall ensure that:

- for Learners on remand, who chose to engage, a brief PDLP is required;
- for Learners who are sentenced to under 2 years or those with less than 1 year to serve, a brief PDLP is required;
- for those Learners sentenced to 2 years and over or those with more than 1 year to serve, a detailed PDLP is required;
- where deemed appropriate by either the Supplier or the Establishment, the Supplier produces detailed PDLPs (in place of brief PDLPs) in order to address a specific identified need (e.g. where an individual has a specific neurodiverse / LDD need and requires additional support. In this case,

- a specific assessment of need shall be undertaken and support reflecting the individual need implemented for the Learner, such as 1:1 work or small group support);
- where an individual with a PDLP transfers between Establishments, the Supplier's Staff at the outgoing Establishment shall transfer the relevant learning records / PDLP within 5 Working Days. The Supplier will ensure that its relevant Staff are notified of the transfer and the PDLP is reviewed at the incoming Establishment as soon as possible and no later than 5 days from such notification;
- all PDLPs are reviewed, minimally every 6 months, or where there are significant changes or at Learner's request; and
- all PDLPs are available to Purchaser Personal Officers to inform the case management process.

Through its PDLPs and/or ePortfolios, the Supplier will provide evidence, for all Learners of:

- all formal attainment (qualifications relatable to SCQF);
- all informal attainment which is capable of demonstrating Learner progress (including profile of skills which support employability or otherwise); and
- based on all attainment, provide clear evidence of "distance travelled" for the Learner.

When producing PDLPs, the Supplier shall consider the following environmental factors to:

- support a Learner-centred approach and integrate with case management;
- address wellbeing and learning needs to promote motivation and maximise participation;
- provide flexible learning pathways;
- prepare individuals for life after prison (supporting connections with family community and further learning or employment); and
- as far as possible, align the PDLP and ePortfolio with relevant national educational plans across Scotland as developed by Scottish Government (see also Hayward Review, 2023).

6.2 Provision of Prospectus, Curricula and Qualifications

The Supplier shall provide a broad ranging Prospectus appropriate to the range of Learners in Establishments across Scotland. The Supplier will maintain the Prospectus to ensure fitness for purpose and will:

- provide a Core Curriculum which is available to all Learners in all Establishments;
- provide a range of additional subjects that augment the Core Curriculum and are available as far as possible across all Establishments;
- consider the following areas *inter alia*:
 - literacy;
 - numeracy;
 - digital skills;
 - sciences;
 - social studies;
 - life skills;
 - arts and humanities; and
 - sports and wellbeing.
- incorporate "adaptive" skills (or "meta-skills") throughout the delivery of the Prospectus.

For all subjects delivered under the Prospectus, the Supplier shall provide a range of qualifications, relevant to SCQF framework. In addition, the Supplier shall generate evidence for the achievement of

SQA core skill qualifications, from a range of other activities throughout each Establishment (such as work parties, gymnasium, vocational training, etc).

The Supplier shall be responsible for administering all course and examination arrangements and complete such documents as are necessary relating to the payment of course and examination fees. The Supplier shall be responsible for the course and examination fees and shall make payment directly to the appropriate body for these. For the avoidance of doubt, this excludes course and examination fees associated with higher education and as defined within the HEAB guidance which will be paid directly by the Purchaser.

Where a Learner has reached a milestone of achievement and no recognised awarding body certification e.g. SQA or City and Guilds is available, the Supplier will acknowledge this through electronic certification on the PDL / ePortfolio and/or issue a certificate as appropriate to recognise the Learner's achievement. All awards and evidence of progress should be recorded within the individual's PDL / ePortfolio, using a suitable mechanism to recognise the success of that Learner.

6.3 Higher or Further Education

The Supplier shall support the relatively small number of individuals who may request access to Higher or Further Education (subject to Higher Education Access Board (HEAB) Guidance) and:

- provide or facilitate access to distance learning;
- advise and guide individual Learners to support those individuals to make applications to the HEAB; and
- operate as a board member of the Purchaser's HEAB.

6.4 Tailored Partnership Programmes

The Supplier will lead or support specific Partnership Programmes that either improve or bolster Development and Learning through a structured and/or thematic approach. The Supplier shall establish and maintain appropriate relationships and communication channels with other local learning providers, third sector organisations, national organisations (such as Skills Development Scotland or DWP Work Coaches within prisons), and Purchaser Establishment based interventions (e.g. vocational training, employability, health and well-being).

The Purchaser will approve any proposed Partnership Programmes before their introduction. The Purchaser accepts that such programmes could be proposed by the Supplier, a third party or the Purchaser themselves.

For the avoidance of doubt, any Partnership Programmes introduced must not disrupt the core learning activities as agreed within the ALP and no additional Purchaser funding is available for such programmes.

7. Information to Learners on Release

The Purchaser shall notify the Supplier of all pending liberation dates no less than 3 months prior to that liberation date. The Purchaser shall provide a report on a weekly basis at Establishment level to provide the Supplier with advanced warning of planned liberation dates.

The Supplier shall provide a Pre-Release Learning Pack (PRLP) in electronic format (derived from the ePortfolio) to all Learners prior to their liberation date. The Supplier shall issue all Pre-Release Learning Packs as early as possible and no later than 2 weeks ahead of the planned liberation date (once notified).

The Suppliers Pre-Release Learning Pack shall contain the following as a minimum:

- all formal attainment (qualifications relatable to SCQF);
- all informal attainment which is capable of demonstrating Learner progress (including profile of skills which support employability or otherwise); and
- any other information recorded as applicable.

The Supplier shall, where a Learner has indicated a desire / intent to continue learning activities following release (*including where this has been identified as part of the Purchaser's pre-release Community Integration Plan (CIP) process*), facilitate activities that support the individual progress towards their objective. This may include, assisting individuals to apply for a college place or further learning, providing a reference, supporting the referrals, etc.

8. Digital

The Supplier shall provide, as part of the overall Services, appropriate access to Digital Learning wherever the Services are being delivered and in order to augment the face-to-face Service delivery. The Supplier shall ensure that people in custody are aware of the Digital content and learning opportunities available to them and will encourage Learners to utilise this technology wherever appropriate.

8.1 Digital Content

It should be noted that the Purchaser will be carrying out a separate tender process for the provision of "in-cell services" which will provide Learners with digital equipment in-cell and the ability to access a range of modules. Whilst the Purchaser will be contracted with the Supplier under this Contract to provide Digital Content for use in in-cell services once available, it shall be the responsibility of the Supplier to work with the successful supplier for the in-cell services contract once appointed to provide the Digital Content in relation to the Services provided under this Contract.

The Supplier shall provide a wide range of digital educational content for delivery to all Learners. The content should enable people in custody to access a range of services, including the facility to 'punch out' to the Supplier cloud-based learning platform to access digital learning content.

The Supplier shall ensure that digital content provided under the Contract:

- is relevant and supportive of the Supplier's wider curriculum as offered under the Contract;
- provides a consistent user experience, user interface and "Look and feel" across digital platforms and where utilised for face-to-face delivery;
- is engaging to Learners and encourages learning;
- is regularly reviewed and refreshed to ensure it remains current and relevant; and
- is accessible to the broad range of Learners anticipated, recognises neurodiversity and the requirements of Equality and Diversity.

8.2 Learning Centres

The Supplier shall be responsible for the provision and management of all IT Equipment within the Learning Centres as required in order to deliver the Services.

On this basis, the Supplier shall:

- supply and install suitable IT Equipment in the Purchaser's Learning Centres;
- where required, supply, install and maintain external network connectivity to enable access to the Supplier's web-based content. It should be noted that the Purchaser can supply external network access to the Establishment however any onward network Equipment required to supply the Learning Centre is a requirement of the Supplier;
- ensure suitable network security to "lock down" content and protect users from accessing unsuitable or unintended content (e.g. whitelisting / blacklisting as applicable);
- Repair and/or replace Equipment as required through the life of the Contract and to ensure continuity of Service delivery / compliant with security protocols (note: this excludes damage caused by malicious activity by the Purchaser or a Learner which shall be the responsibility of the Purchaser);
- ensure that all means to enable unauthorized external communications has been disabled on the Equipment brought into the Establishment;
- undertake regular security checks of the Equipment and maintain records of such, regularly clean the hard drives and assure and ensure that the hardware is not being used for any purpose other than its intended use;
- provide Purchaser representative at the Establishment with access to the Equipment and software for security purposes as and when required;
- provide back-up support to ensure the maintenance and smooth operation of the IT Equipment;
- ensure that any broken or redundant Equipment is removed from the Establishment and subject to appropriate recycling / disposal in accordance with the Waste Electrical and Electronic Equipment (WEEE) Regulations;
- maintain an inventory of IT Equipment provided under the Contract, undertake a fit for purpose assessment and provide an annual plan for update and renewal of Equipment (as required to support delivery of the ALP);
- ensure all electrical Equipment is PAT (Portable Appliance Testing) tested and certified in accordance with best practice or any legal requirements; and
- remove all IT Equipment provided by the Supplier at the end of the Contract Term. In the latter situation, the Supplier shall arrange the secure disposal of used Equipment (IT) such that there is no risk of access unanticipated access to information, or any Personal Data or Sensitive Personal data held within the Equipment, hard drives or other memory devices.

The Supplier shall therefore undertake the provision, maintenance, and any training in the use of IT / Equipment and software (including licencing) necessary for the efficient delivery of the Services within the Learning Centres or other parts of each Establishment e.g. the library or a residential area, or a workshop area as mutually agreed. This shall include:

- the provision of e-learning resources (either via an internet platform or cloud option) for use within individual Learning Centres. The Supplier shall ensure they possess the following accreditation as a minimum:
 - Quality Management (ISO9001);
 - IT Service Management (ISO20000);

- Information Security Management (ISO27001);
- Personal Data in the Cloud Security (ISO27018:2018); and
- Information Security for Cloud Services (ISO27017:2015).
- setting-up a secure local area network within the Learning Centres;
- designing and introducing an acceptable IT use policy and associated documentation to manage access to IT Equipment by Learners.
- providing Learners with access to learning opportunities via a username and password unique to them which is set up on the local Learning Centre server by local Supplier Staff.
- providing each Learner with access to IT facilities and agreed virtual learning environment, with an allocated learning space on the local Learning Centre server where work can be saved.
- All Purchaser data shall be held on secure storage within a UK hosted data centre.

8.3 Digital Content – Training and Support

The Supplier shall be responsible for ensuring that all Learners and Purchaser’s Representatives (including Purchaser Local Representatives) are suitably trained in any content or digital system implemented by the Supplier, as required by the Purchaser.

The Supplier shall provide the following, as a minimum:

- A Training Plan (including supporting documentation). The Training Plan shall be approved by the Purchaser’s Representative before the first Establishment goes operational for content;
- Documentation should include written, graphical, and potentially video content to aid the understanding of the user;
- Training may require to be carried out in-person at any or all of the Purchaser’s Establishments; and
- Provide 'Train-the-trainer' training which will be face-to-face at any or all of the Purchaser’s Establishments (as confirmed by the Purchaser). This may include the training of Peer Mentors.

8.4 Purchaser’s SPIN and PR2 System

The Supplier may be requested to input information onto the Purchaser’s PR2 system. Where this is required, the Purchaser shall provide reasonable access to the SPIN (Scottish Prisons Information Network) and IT system to enable the Supplier’s Staff to:

- update relevant prisoner database / records on PR2; and
- enable communication via e-mail with staff that have an e-mail account on the Purchaser Scottish Prisons Information Network (SPIN) system and with external organisations including the Supplier’s own host organisation.

All access to the Purchaser’s IT networks and PR2 database is provided in accordance with, and subject to, the relevant Purchaser IT / Internet use policies which include specific provisions about control of information and appropriate use / communications.

Inappropriate use of the systems or information obtained from use of the systems is likely to result in the matter being referred to the Supplier for investigation and potential action, including potential referral to Police Scotland. Notwithstanding this, the Purchaser may take steps to protect information including placing immediate restrictions on the individual’s use of prison-based IT systems.

The Supplier shall maintain and update PR2 daily with learning activities undertaken and progress made by the individual Learners. This includes recording individual attendance at the Learning Centre and updating the progress screens relating to Personal Development Plans:

- the Supplier shall ensure that all learning records (electronic and hard copies) are always complete and up to date, including PDLs and any other relevant learning records (including any evidence generated towards a qualification) of all Learners engaging in the services; and
- the Supplier is required, from time to time, to attend meetings, which may include Case Management (ICM) meetings, to reflect the learning status of Learners regarding the progress made against identified learning needs. The Supplier shall report to the Purchaser on individual progress and milestone achievements and develop a system to directly support case management.

The Supplier shall ensure processes exist with the Purchaser to enable early identification of Learners who have been transferred between Establishments or are due to be liberated. People in custody can often self-declare where they are due to be transferred or liberated, however, where this is not the case, information can be obtained from the relevant supervising Prison Officer(s) attached to the Learning Centre.

9. Service Delivery

It shall be the responsibility of the Supplier to deliver the specific requirements detailed above and comply with the parameters set out below at all times when delivering the Services under this Contract.

9.1 Hours of Operation

The Supplier shall ensure that it delivers the full range of Services across all the Purchaser's Establishments in accordance with the Contract and to ensure a consistent level of Service is delivered to all of the Purchaser's Establishments at all times. This includes the Supplier:

- ensuring the full operation of the Service within Standard Hours including:
 - classroom delivery within the Learning Centres in accordance with hours of availability; and
 - Contextualised Learning across the Establishment.
- operating within Flexible Hours if required by the Purchaser as set out in the ALP and subject to the capacity of the Supplier to deliver this; and
- scheduling the Services with due consideration to the operational dependencies at each Establishment (section 9.2 refers).

In addition to providing the Services in accordance with the Standard Hours and Flexible Hours, the Supplier shall provide Digital Education Content in accordance with the Contract and to enable Learners to access this through Learning Centres (during hours of operation) and at all times through the Purchaser's In-Cell Digital Platform.

9.2 Scheduling

The Supplier shall plan and create a schedule of activities to be delivered at each Establishment which considers the following:

- available hours of operation at that Establishment taking into account any restrictions as may be advised by the Purchaser;
- equity of access to all distinct profile groups within each Establishment;
- optimising the schedule to maximise Supplier contact with Learners; and
- appropriate resources available to the Supplier.

The Supplier will discuss and agree the detail of the proposed schedule with the Purchaser's Local Representative. The frequency of the scheduling will be as required but the Supplier will aim to ensure that scheduling is established on at least a monthly basis.

The Purchaser will advise the Supplier as required and as early as possible of any factors that the Supplier must consider when scheduling. This includes, *inter alia*:

- regime timetables and constraints at specific Establishments and any changes to these (planned or reactive);
- Protection Status which may affect individual Learners; and
- recognising that certain individuals must be kept separate for operational reasons.

9.3 Promotion to Increase Engagement

The Supplier shall support the Purchaser in improving levels of engagement by creating and promoting development and learning opportunities that people in custody are more aware of and more inclined to participate in.

The Supplier shall produce an Establishment-specific engagement plan (which forms part of the overall Annual Learning Plan) that recognises obstacles to engagement and sets out proposed methods to improve engagement in both screening and learning opportunities. These methods shall include the following, *inter alia*:

- direct face-to-face engagement;
- participation in induction process either directly or through peer mentors;
- utilising peer mentors;
- contextualised Learning opportunities (i.e. arts, sports, etc.);
- the provision of taster sessions / open days;
- visual material including posters, in-cell TV, digital systems; and
- other marketing material e.g. radio.

The Supplier shall also identify areas outwith traditional classroom or learning centre environments that may be more beneficial to conduct screening assessments for Learners with adverse experiences of a formal learning setting and include these in its engagement plan.

9.4 Induction Process

The induction process for people in custody shall be undertaken by the Purchaser. The Supplier shall attend allocated time slot(s) during induction. As part of this process, the Supplier shall:

- encourage engagement in learning opportunities by informing people in custody of the range of development and learning opportunities available;
- signpost sequencing of support where wellbeing needs may be a priority before learning opportunities, for example mental health, addictions, etc.; and

- encourage participation in the screening process.

9.5 Peer Mentors

The Purchaser seeks to extend the role, qualifications, and influence of Peer Mentors to complement engagement, planning and core learning service provision both in the Learning Centre and wider custodial environment.

The Supplier shall be responsible for developing Establishment-specific Peer Mentor Plans (which form part of the ALP) which cover the following areas, *inter alia*:

- detail range and scope of Peer Mentor opportunities; and
- plan for delivery of training relevant to these opportunities to be undertaken by the Supplier.

In relation to the delivery of the Peer Mentor plan, the Supplier shall:

- deliver training and qualifications to Peer Mentors. For the avoidance of doubt, any specialist training / qualifications for Peer Mentors relating to e.g. mental health/addictions, shall be arranged by the Purchaser. The Supplier shall, however, ensure that any specialist training is included within the Peer Mentor Plan;
- provide resources to support Peer Mentors, where required (e.g. guides, templates, etc.);
- support the Purchaser's risk assessment process for any people in custody applying to become a Peer Mentor by providing narrative regarding the person's academic capacity to support Peer Mentor activities; and
- record any qualifications or successes achieved by Peer Mentors/Mentees within PDLPs / ePortfolios.

10. Staff and Resource Management

10.1 Supplier's Staff

The Supplier shall ensure suitably qualified staff and adequate resources are available to deliver the Services:

- across all Establishments to consistently meet the Standard Hours;
- wherever possible, to support delivery within the Flexible Hours as set out in the Contract; and
- against the needs detailed within each ALP.

The Supplier shall maintain and operate a suitable Staff group in order to effectively and efficiently deliver the Services. This may include a blend of staff including Tutors or Learning Assistants complementing lecturing or other teaching staff or to provide short-term resilience for temporarily absent colleagues.

The Supplier will undertake an appropriate Fit and Proper Person Test (FPPT) for its directors and share this with the Purchaser as required.

10.2 Flexible Resourcing

The Supplier shall always consider the strategic requirements of the Contract. This includes giving due consideration to the staffing model at each Establishment, the use of peripatetic resources and

optimising the Staff deployed at each Establishment in accordance with the changing level of demand during the Contract Term.

The Supplier shall also ensure a flexible team structure and shall comply with the following areas, as a minimum:

- **Staff Substitutes:** The Supplier shall operate a flexible staffing structure and shall cover any staff absences, including:
 - Long-term absences; and
 - Specific training delivery (vocational, employability).
- **Operational Flexibility:**
 - The Supplier shall use Staff who move between Establishments (peripatetic staff) to deliver programmes; and
 - Staff roles (e.g. program tutor, learning assistant) shall be used creatively to match the subject matter being taught.
- **Absence Backfill:** All Staff absences shall be filled to maintain Service continuity. This excludes the Learning Centre Manager / Team Leader for that local area who cannot be the regular substitute, except in emergencies for up to 48 hours, unless approved by the Establishment's designated representative; and
- **ALPs/Local requirements:** The Supplier shall work closely with individual Establishments to ensure that, as far as possible, the local staffing model best reflects the requirements of that Establishment as identified through the Needs Assessment and ALP.

10.3 Supplier's Staff: Competency and Development

The Supplier accepts that the capability and skills of their Staff are key to the successful delivery of the Services and the Supplier will ensure that:

- all of the Staff undertake regular professional development to maintain their competency (whether Staff are full-time or part-time); and
- provision is made for the Staff to remain in regular contact with colleagues in other Learning Centres and with alternative education networks.

The Supplier shall ensure that all Staff engaged in the delivery of the Services (whether directly employed or via a sub-contract or as part-time staff) are, and remain, appropriately qualified for the specific tasks, subjects, and other elements of the Services that they are employed to deliver. This will include:

- in most circumstances and for all formal academic activity, an approved professional qualification in community learning and development, degree level or above, approved by the CLD Standards Council for Scotland: [Approved Training Programmes | CLD Standards Council for Scotland](#); or
- where applicable for lower-level Services below formal academic activity, holding a recognised teaching qualification appropriate to the role being undertaken. Bidders should identify the qualifications of all staff proposed to deliver the Services. If unsure of any recognised qualifications, Bidders should clarify the suitability of these with the Purchaser prior to submitting their tender. Where existing Staff were transferred under TUPE, the presumption is that their qualifications are deemed suitable for contextualised delivery of the Services.

The Supplier will ensure that:

- all teachers / educators are familiar with current curricula models and pedagogies such as Curriculum for Excellence and Social Practice Approach to Adult learning; and
- where relevant, teaching / educator Staff are competent in the use the of e-enabled learning technology.

10.4 Staff Competency Matrix

The Supplier shall maintain an overall and local (per Establishment) record to evidence Staff qualification status, competency / compliance with the Purchaser's Core Training, both initial and periodic refresher training and Disclosure Scotland status for each person. The Supplier will ensure that this record is updated as required and not less than annually and is made available to the Purchaser at each Quarterly Business Review (refer to 15.2) and available to the Purchaser when setting the ALP at each Establishment.

10.5 Obligations on Civilians Working in Prisons

The Supplier shall ensure that its Staff comply with the obligations under Condition 4 of Scheule A ("Security and Access to the Purchaser's Premises") at all times.

In order to deliver the Services, the Supplier's Staff will be required to be key trained to enable their independent movement around the Establishment. This enables the Supplier's Staff to operate in all areas of the Establishment necessary to deliver the Services.

The Supplier accepts that certain medical conditions such as persons taking drugs which thin the blood or conditions where individuals may have seizures or fits (epilepsy) may prohibit an individual's ability to either undertake elements of the core training, to hold Establishment security keys, or to work in prisoner facing contact situations. The Supplier will ensure that all necessary pre-employment checks are undertaken to ensure that no one who meets these criteria is engaged to deliver Services in an Establishment under this Contract.

Where individual members of the Supplier's Staff are unable to undertake, complete or refresh core training, the Supplier will re-deploy the person concerned and provide substitute Staff to enable performance of the relevant parts of the Services. This would include where Staff notify the Supplier of pregnancy and the need to deploy individuals into non-prisoner contact situations.

The Supplier accepts that any criminal record (apart from minor offences) will generally disqualify individuals from working in prisons and the Supplier will operate suitable HR processes which:

- ensure that all individuals to be engaged in the Services under this Contract, have a valid Disclosure Scotland certification prior to commencing Services and that this certification is no more than 3 years old; and
- enables the identification and notification to the Purchaser of any change in an individual's Disclosure Scotland status.

10.6 SPS Induction and Ongoing Training Requirements

The Supplier will ensure that its Staff undertake and successfully complete all training necessary to operate safely and securely within a prison setting. This includes the Supplier's staff undertaking a number of core training products prior to providing Services and also maintaining competency through refresher training as detailed in Table 1 below.

Training	Course Length	Refresher Required	Refresher Course Length
Induction and Key Training	Half Day	N/A	N/A
Personal Protection Training (PPT)	1 Day	Annual	Half Day
Talk To Me (Awareness)	Classroom – Half Day	N/A	N/A
Health and Safety and Fire Awareness	Half Day	Annual	Half Day
Professional Boundaries	1 day	N/A	N/A
PREVENT Training (E-Learning)	1 hour	N/A	N/A

Table 1 - Core Training Requirements (Supplier's Staff)

The Supplier shall arrange all required Purchaser-led training through the local training manager for Purchaser delivery locally at each Establishment or centrally at the SPS College as necessary. The Supplier should note the requirements in section 10.3 of this Schedule B about Staff failing to maintain competency, particularly in terms of Personal Protection Training (PPT).

In addition to the current suite of core training products, the Supplier's Staff may be required to undertake additional training as directed by the Purchaser during the Contract Term. The Supplier shall liaise with each Establishment to identify any ongoing operational specific training needs.

Failure to maintain competence in core training may result in the Supplier's Staff being denied access to certain areas of the Establishment; denied access to keys, or refused entry to the Establishment until the training need is met (subject to the Purchaser making the training available and notifying the Supplier of the training dates e.g. there being no Purchaser Failure).

10.7 Continuous Professional Development (CPD)

The Supplier shall adhere to good practice with regards to the continuous improvement and the professional development of those Staff engaged by them to provide the Services. The Supplier shall establish a programme, to be reviewed annually, to identify the development needs of their Staff and agree personal development plans (including any Purchaser core or refresher training required) to address any identified needs informed by the scope of each Establishment's ALP. The Supplier will share this programme with the HQ Learning Team for information purposes.

The Supplier will ensure that delivery of CPD for its Staff is managed and conducted in a manner which does not affect the delivery of routine services and programmed activity.

10.8 Competency or Capability Issues

Where the Purchaser raises (or the Supplier identifies) a concern about a particular member of the Supplier's Staff or their competency level of capability in delivering their part of the Services, the Supplier shall investigate the concern and satisfy itself that the person continues to meet the Supplier's person specification and/or criteria for employment including the provisions related to civilians working in Establishments (section 10.5 of this Schedule B and, clause 39 of Schedule A) or whether specific targeted CPD actions are required.

The Supplier shall timeously notify the Purchaser of the outcome of the investigation and any remedial or corrective actions to be taken and the timeframe for this. Where a requirement for further development has been identified by the Supplier, this shall be addressed immediately through the personal development plan and within a defined timescale, e.g. a timescale applicable to the remedial action to be taken.

11. Classroom, Materials and Equipment

The Purchaser shall provide and maintain relevant classrooms and facilities to enable the Supplier to deliver the Services. These are detailed in Part 3 of Schedule B and includes sufficient and appropriate furniture to equip the accommodation (e.g. tables, chairs and desks).

The Supplier shall advise the Purchaser timeously of any issues or concerns relating to the facilities, accommodation, furniture provided by the Purchaser, and where, relevant the Supplier shall remove any damaged items from use. The latter obligation also includes Supplier supplied materials or Equipment.

The Supplier shall provide all teaching materials, learning resources and consumables required for the delivery of the Services including, but not limited to stationery, pens, pencils, rulers, books, calculators, DVDs, picture libraries, in-cell learning packs and materials.

12. Equality, Diversity and Human Rights

In delivering the Services, the Supplier shall comply with the requirements of the Equality Act 2010 at all times. This will include, but not be limited to ensuring that inter alia:

- the Services provided are sensitive to and respond to the needs of individuals in general and specifically, the nine protected characteristics indicated in the Equality Act 2010;
- the Suppliers Staff are trained in the provisions of the Equality Act 2010;
- the behaviours and Services provided reflect the ethos of the Equality Act 2010 in terms of non-discrimination, accessibility, promote the key facets of the Public Sector Equality Duty (PSED);
- the Services provided support the specific and implied provisions of the Equality Act 2010 (e.g. in terms of accessibility and the Supplier's making and undertaking reasonable adjustments to reflect and address the learning needs of persons with a disability, sight impairment or other condition such as dyslexia; or having information and systems (on-line) that facilitate access for persons for whom English may be second language); and
- the Supplier maintains systems to monitor and address any compliance issues relating to the Equality Act 2010 whether within its Staff group, or issues raised by Learners, or the Purchaser. The systems shall record response handling and any actions taken.

13. Risk Assessments

The Supplier shall ensure that appropriate Health and Safety risk assessments are undertaken (a joint risk assessment and exchange of information with the Purchaser) to ensure compliance with its legal obligations for Supplier Staff providing the Services at an Establishment. This shall include any specific risk assessments associated with medical conditions, maternity amongst the Supplier Staff or occasioned through the Equality Act 2010, or where 'reasonable adjustments' within the workplace may be required and accommodated within the operational setting of an Establishment.

Where the Supplier is delivering the Services within vocational training or other shared activity areas, the Supplier shall highlight any concerns regarding working practices or health and safety which may affect the Staff, people in custody or Purchaser personnel.

14. Operating Environments

The Purchaser shall be responsible for ensuring a safe and secure operating environment in which the Services will be delivered. This includes the provision of at least one Prison Officer in the areas in which the Supplier is delivering the Services.

15. Contract Management

15.1 Contract Manager

The Supplier will ensure that they have a designated Contract Manager in place at all times and that its Contract Manager is available to the Purchaser's HQ Learning Team / Contract Team during normal working hours. Where the Contract Manager is not immediately available the Supplier will establish processes and arrangements to enable a return call within one hour. An alternative point of contact shall be identified in the event that the Contract Manager is unavailable.

15.2 Contract Monitoring

The Purchaser shall monitor the Services at each Establishment through the monthly management information reports, and through visits to Establishments, as required.

The Supplier shall plan, facilitate and record the following Contract Monitoring Meetings:

- monthly local Contract Monitoring Meetings at each Establishment, involving the Purchaser's representative and the Supplier;
- monthly national Contract Meetings will be held involving HQ Learning Team representative and the Supplier's Contract Manager; and
- a Quarterly Business Review (QBR) meeting will be held involving the Supplier's Contract Manager, the Purchaser's national contract manager and the HQ Learning team representative.

The Parties will discuss any action(s) required to be taken by the Supplier or the Purchaser and a timeframe within which these will be managed so that the performance and quality of the Services can be continually improved and developed. The Purchaser recognises that a degree of flexibility is required in the initial stages of the Contract and will endeavour to establish mechanisms to resolve issues speedily. The Supplier will write up all of the above meeting minutes as soon as possible and no later than 10

working days following the meeting taking place. The Supplier will also provide the Purchaser's representative oversight to ensure agreed actions are progressed, actions taken, and closed off when agreed.

As part of the monthly local Contract Monitoring Meetings, invoices shall be reviewed with the Purchaser's representative and approval provided for the Core Services where the Minimum Requirements for the Service have been met as per the parameters set out in Schedule C.

15.3 Management Information (MI)

The Supplier shall provide the monthly reports (including Management Information) to the following Purchaser Representatives within five (5) Working Days of the end of each month to which the reports relate: the Governor of each Establishment or their nominated deputy at each Establishment; the HQ Learning Team and the HQ Contract Manager.

A draft Management Information template has been provided in Part 5 of Schedule B. The final monthly report template (including agreed MI) shall be finalised with the Purchaser during the Implementation period.

The monthly reports shall include the following, *inter alia*:

- an Establishment specific report detailing full quantitative information regarding uptake and delivery of the Services which shall include clear narrative on overall progress and identification of any pertinent issues or trends in terms of attendances at Prisoner Learning Hours (PLH), screenings, and progress towards achievement of outcomes as detailed in the Establishment's ALP and the Purchaser's Development and Learning Strategy;
- an aggregated, high level report providing a summary of the Establishment specific reports;
- summary of any complaints or issues raised during the reporting period; and
- summary of Performance Points accumulated during the reporting period.

For example, 2 individuals attending a maths class that lasts 5 hours would equate to a total of 10 Prisoner Learning Hours. This shall include PLH that can be specifically measured and robustly quantified within a contextual environment.

Any delivery that cannot be robustly quantified shall not be included as a PLH. For example, radio sessions, TV sessions or any other generally produced material that cannot be measured with assurance, shall not be classed as a PLH.

The Supplier shall also provide a monthly qualitative, narrative based report detailing significant achievements delivered at that Establishment over the course of the month and including significant progress made by individual Learners. This may include e.g. testimonials, best practice, case studies, significant learning milestones being met etc.

15.4 Contract Management – Purchaser's Responsibilities

The Purchaser will provide local (Establishment level) and Corporate (Headquarters level) oversight including:

15.4.1 Establishment

The Purchaser's Local Representative will perform the local contract management role including the following:

- Confirmation that all of the Minimum Requirements for the Core Service (as set out in Section 2 off Part 2 of Schedule B) have been met for that Establishment in the preceding month;
- Approval of invoices for Core Services, assuming all Minimum Requirements have been met;
- Validation of any performance points applied for Value Added Services (as set out in section 3 of Part 2 of Schedule B); and
- Provision of feedback on the Balanced Scorecard, across the four domains (Quality, Service, Cost and Sustainability).

15.4.2 Headquarters

The Purchaser's Representative (HQ Learning Team) will perform the national contract management role including the following:

- receive and review consolidated Management Information and confirm that the Minimum Requirements have been met for the Core Service;
- determine where Minimum Requirements have not been met including due consideration of any Excusable Failure or Purchaser Failure in accordance with Condition 6 Schedule A;
- undertake any necessary actions to address performance failure in accordance with Condition 6 of Schedule A;
- receive, review and validate overall performance scores in accordance with Part 2 of Schedule B;
- Approve any performance-related payments (Value Added Service) and approve invoices for any applicable VA Fee in accordance with Schedule C;
- Undertake QBR meetings, review performance for the preceding quarter, review Balanced Scorecard outcomes against the four domains (Quality, Service, Cost and Sustainability) and discuss any Establishment-specific feedback provided for the Balanced Scorecard; and
- Review delivery of the Sustainable Procurement Duty including the tracking of progress with any social value or community benefit outcomes.

15.5 Performance Management

The Supplier will undertake a self-monitoring approach to support the performance management of the Contract. Performance management will be undertaken in accordance with Part 2 of this Schedule B. This includes:

- Demonstrating that the Minimum Requirements for Core Service have been met;
- Measuring the level of ongoing performance through the contractual Performance Measures;
- Confirming the overall level of contract performance through the Balanced Scorecard; and
- Supporting the Purchaser to monitor the delivery of outcomes through the Purchaser's Results Framework.

15.6 Results Framework

The Purchaser has developed a Results Framework in which it will measure the effectiveness of the delivery of the Development and Learning Strategy for People in Custody ‘Learning for a Better Future’. The Supplier shall support the Purchaser by monitoring and reporting where required by the Purchaser under the Results Framework. The Supplier’s specific responsibilities can be found within the Results Framework detailed in Part 6 of Schedule B.

15.7 Quality Assurance and Service Improvement

The Purchaser shall undertake primary assurance of the Services through the Heads of Offender Outcomes within each Establishment with secondary assurance being provided by the HQ Learning Team / Contract Team. This assurance is provided to the Purchaser through the “Contract Monitoring” measures stipulated in section 15.2 of Part 1 of Schedule B above.

The Supplier shall also ensure continuous quality improvement of the Services overall by using self-evaluation processes and undertaking an agreed programme of quality assurance activities. The Annual Learning Plans (or when required) with the Purchaser will also provide regular opportunities for monitoring learning Services and progress. The Supplier self-evaluation process, such as peer reviews shall be made available to the Purchaser along with any action plans and monitor tracking of progress against specific improvement activities.

15.8 Problem Resolution and Complaints Procedure

The Supplier shall put in place a robust complaints procedure to deal with Purchaser and Learner complaints which pertain to the Services delivered under this Contract.

There are established avenues within the Purchaser’s Prisoners Complaints Procedure for prisoners to raise complaints to the Purchaser and for these to be investigated. The Supplier shall co-operate fully in assisting the Purchaser’s staff to respond to prisoner complaints (in accordance with the timescales associated with the prisoner complaint process) when these relate to any of the Services supplied under this Contract.

The Supplier shall also fully co-operate in assisting the Purchaser’s staff to investigate any incidents affecting or involving prisoners or others that may be related to the Services or persons providing the Services. The Supplier shall provide a written report detailing the circumstances that lead to any incident, identifying and explaining any procedural or product defects. The Supplier shall liaise with and provide all investigation reports to the Purchaser. The Purchaser will have the right to make such investigation reports available to the affected prisoner(s), prisoner representatives, and any internal or external official enquiry.

The Supplier shall draw all serious and urgent matters affecting prisoner care, welfare, behaviour or other relevant matter of concern to the attention of supervising Prison Officer, and the relevant Head of Offender Outcomes at the Establishment concerned, or any other person nominated by the Purchaser who has been notified to the Supplier.

The Supplier shall ensure that the HQ Learning Team is also informed of any complaint or any serious or urgent matter which affects the Services. Supplier management information reporting shall record and enable national oversight monitoring of the above in terms the nature of any complaints, trends and actions taken.

16. Service Implementation and Exit

16.1 Service Implementation

During the Implementation Period, the Supplier's team shall work closely with the HQ Learning Team and each Establishment to ensure that they are fully mobilised and ready to deliver the Services within each individual Establishment. The Supplier shall also liaise with the current supplier(s), and the affected staff group to ensure a smooth, managed integration of the Core Service 'Go Live' Date of 1st August 2025 and/or the Transition Date (where applicable and for the tasks detailed in the Supplier's Implementation Plan in Schedule D).

The Supplier shall provide an Implementation Plan which details how the Supplier plans to migrate and implement the Services within the specified timescales to ensure delivery from the Service 'Go Live' Date and/or the Transition Date.

16.2 Service Exit

The Supplier shall provide all reasonable assistance, cooperation, and support to the Purchaser and any incoming Supplier to ensure the continued provision of Services during any migration and transition of the Services. Cooperation shall include the Supplier developing and managing an Exit Plan migration in the period up and, where necessary, the period immediately following the Expiry Date of the Contract.

End of Part 1 of Schedule B

PERFORMANCE MANAGEMENT

1. Principles of Performance Management

The Supplier shall monitor and self-report its performance against the Contract to the Purchaser in accordance with this Schedule B. This includes:

- I. delivery of all aspects of the required Service including the 'Minimum Requirements' for the Core Service set out in Table 2 of section 2.1 below;
- II. demonstrating the level of ongoing performance through the contractual Performance Measures detailed in Table 3 of section 3 below;
- III. demonstrating the overall level of contract performance through the Balanced Scorecard as detailed in section 4 below; and
- IV. supporting the Purchaser to monitor the delivery of outcomes from the Purchaser's Development and Learning Strategy ('Learning for a Better Future') as assessed through the Purchaser's Results Framework as described in section 5 below.

2. Core Service

2.1. Minimum Requirements

The Supplier shall monitor the delivery of the Core Service as detailed in this Schedule B and report on performance against the Performance Measures set out in Table 2 below. The Supplier shall demonstrate that the Minimum Requirements have been met for all of the Performance Measures detailed in Table 2. This includes:

- the provision of monthly performance reports to the Purchaser's Local Representative confirming that the Minimum Requirements have been met for the preceding month at each Establishment; and
- the provision of a consolidated a monthly performance report to the Purchaser's Representative (HQ Learning Team) confirming that the Minimum Requirements have been met across all Establishments for the preceding month.

Performance Measure	Performance Measure description	Minimum Requirement
1a. Programme of Development & Learning	Provision of Prospectus (National) and Curricula (each Establishment ALP)	100% of all sites will have an ALP.
1b. Delivery of programmed activity.	Each incident where a scheduled D&L class is not provided due to non-availability of a suitably qualified Service Provider Staff to deliver the scheduled classes / curriculum.	90% of scheduled classes are delivered.
2. Establishment Engagement Plan.	The Service Provider will design an engagement plan for each Establishment to highlight how they intend to improve the awareness of Development & Learning opportunities. Where no plan is in place, this constitutes a failure.	Supplier to produce engagement plan, that will form part of the ALP and be reviewed semi-annually in line with ALP process, as a minimum.
3.Attendance	% of population attending education in a given month per establishment	No specified Minimum Requirement for this PM – see Table 3 (Performance Points)
4a. Screening	% of population having completed screening per establishment	No specified Minimum Requirement for this PM – see Table 3 (Performance Points)
4b. Screening Invitations	Supplier invites all admissions (as defined) to screening.	Supplier invites all admissions to screening within 30 days of admission.
5a. ePortfolio	Supplier ensures that all eligible individuals have an ePortfolio on first engagement with the Supplier	Supplier sets up ePortfolio for all eligible Learners on first engagement (i.e. enrolment onto a programme of learning) with the Supplier. ePortfolio Minimum Requirements detailed in Specification.
5b. ePortfolio Review	Supplier reviews ePortfolios at no less than 6 monthly intervals for all Learners	Supplier undertakes a review of ePortfolios for all Learners, within 6 months (+ 10 days) from the date of last review.
6a. Establishment Peer Mentor Plan	The Service Provider will report monthly through local contract meetings on the status of their Peer Mentor programme. If no Peer Mentors are in place within any area, this will constitute a failure.	Supplier to produce a Peer Mentor Plan, that will form part of the ALP and be reviewed semi-annually in line with ALP process, as a minimum. For each Peer Mentor Plan, the Supplier shall deliver training and quals to all Peer Mentors and provide resources to support Peer Mentors as required.
6b. Peer Mentors	Number of active Peer Mentors	No specified Minimum Requirement for this PM – see Table 3 (Performance Points)
7.Pre-release Learning Pack.	Supplier to provide Pre-release Learning Pack	Supplier establishes protocol to ensure Pre-Release Learning Pack is issued in accordance with the contractual Minimum Requirements and no less than 2 weeks before planned Liberation Date.
8a. Performance Reporting	Supplier to provide all quantitative and qualitative MI reports as per contract.	Supplier to provide all quantitative and qualitative MI reports as per contract. This includes all prescribed reports. These should be submitted on-time and free from material error. A material error shall be either any deliberate misrepresentation of data or arithmetical error resulting in a

		significant mistatement of contractual performance (outputs or outcomes). Submitted monthly as a minimum.
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Table 2 - Performance Measures - Minimum Requirements (Core Service)

2.2. Non-Compliance

Where the Supplier has failed to meet any of the Minimum Requirements as detailed in Table 2, this should be clearly identified on the Monthly Report. The Supplier shall detail, for any instances of failure, any applicable mitigating circumstances (i.e. “Excusable Failure” or “Purchaser Failure” in accordance with Condition 6 of Schedule A). The Purchaser’s Representative shall assess any instances of failure and determine whether any mitigating circumstances are applicable. Where there is any disagreement over the application of mitigation, the Purchaser’s Representative decision will be final.

The Purchaser and Supplier will review the previous three Monthly Reports at each QBR and review the level of compliance with the Minimum Requirements. The Purchaser’s Representative will identify any necessary actions required to address performance failure in accordance with Condition 6 of Schedule A.

3. Performance Measures (Value Added Service)

Table 2 above sets out the main Performance Measures for the Contract, including the Minimum Requirements to be met as part of the Core Service.

Performance Points

In addition to the minimum requirements, a number of the Performance Measures will attract performance points (debits for poor performance and credits for good performance). These are depicted in Table 3 below. There are two areas where performance points might be *debited* (Performance Measures 1, 7 and 8) and four areas where performance points might be *credited* (Performance Measures 3 and 4) and the performance point value for each measure.

Performance Measure	Definitions/Source Data	Performance Points – Debit or Credit	Baseline Position (Contract Year 1)
1a. Programme of Development & Learning			
1b. Delivery of programmed activity.		Points credited based on the following scale: >=95% to < 96% delivery of scheduled classes = 75 points >=96% to < 98% delivery of scheduled classes = 150 points >=98% to < 99% delivery of scheduled classes = 225 points >=99% to 100% delivery of scheduled classes = 300 points	Baseline position to be determined following completion of the Contract Year 1 ALP's
2. Establishment Engagement Plan.			
3.Attendance	Contract Year: 1st August -31st July monthly reports Attendees: Total number of individuals engaging with the contracted service (excluding screening) derived from the total based on the monthly KPI data provided by the Supplier. Average Daily Population: The average of the published “Daily Population & Accommodation Report” figure (published Wednesdays & Fridays) across the month (excluding HMP Addiewell). This shall be provided by the Purchaser to the Supplier at the end of each month. Outcome Measure: Cumulative average of the 12 monthly Supplier reports	70 points credited for every additional 1% of population attending (and part thereof) above the baseline position.	Baseline position to be determined by 31st May 2025 following conclusion of Q3 of Year 8 of the existing contract.
4a. Screening	Performance Year: 1st August -31st July monthly reports Screened Individuals: Total number of individuals having completed screening derived from the total based on the monthly KPI data provided by the Supplier. Average Daily Population: The average of the published “Daily Population & Accommodation Report” figure (published Wednesdays & Fridays) across the month (excluding HMP Addiewell). This shall be provided by the Purchaser to the Supplier at the end of each month. Outcome Measure: Cumulative average of the 12 monthly Supplier reports	70 points credited for every additional 1% of population having completed screening (and part thereof) above the baseline position.	Baseline position to be determined by 31st May 2025 following conclusion of Q3 of Year 8 of the existing Contract.
4b. Screening Invitations			

5a. ePortfolio			
5b. ePortfolio Review			
6a. Establishment Peer Mentor Plan			
6b. Peer Mentors		200 points credited for 100% of active Peer Mentors as defined in the ALP for that Year.	This measure is not currently recorded therefore it is not possible to establish a baseline for this measure for Go Live. The Supplier and Purchaser shall establish the baseline in Q1 of the 1st Performance Year. This shall then be monitored and recorded thereafter, starting in Q2.
7. Pre-release Learning Pack.		Points debited based on the % of pre-release learning packs not issued on time: 99.5% or lower - 300 points 99.6%-99.7% - 200 points 99.7%-99.8% - 50 points 99.9%+ - 0 points	N/A
8a. Performance Reporting			
8b. Performance Reporting		150 points deducted per instance of late performance report or report containing material error.	

Table 3 - Performance Points

Annual Performance Review (Value Added Service)

At the final QBR in each year of the Contract Term, the Purchaser and Supplier will review the performance points accrued across the previous 12 month period, including all debits and credits. The parties shall agree the final net performance points total. Where there is any disagreement over the application of mitigation, the Purchaser’s Representative will determine the final net position and this decision will be final.

Where the annual review confirms that that there is a positive balance, the Value Added Fee will become payable in accordance with Schedule C, **subject to the Purchaser’s confirmation that the Minimum Requirements have been met throughout the 12 month period.** The Purchaser’s Representative will assess whether the Minimum Requirements have been met. This will be based on a review of the management information provided by the Supplier for the 12 month period and includes any mitigation which may have been applied (see section 2.1 above). The Purchaser accepts that, over the course of a 12 month period, notwithstanding any mitigation, it will be challenging for the Supplier to always meet all of the Minimum Requirements at every site in every month. However, the Supplier must demonstrate that all of the Minimum Requirements have been substantially met at all sites on all occasions. It will be for the Purchaser’s Representative to verify whether this is the case and, in any event, it will be

determined that this has not been achieved if there have more than two failures against any of the Minimum Requirements at any of the Establishments during the 12 month period under review. The assessment and decision will be the sole responsibility of the Purchaser, acting reasonably. The Purchaser's decision is final.

The following cumulative points will apply and be attributed to the relevant Value Added Fee to be payable to the Supplier (in accordance with Schedule C):

Performance	Net Score
Good Performance (Light Green)	up to 399 points
Very Good Performance (Green)	400 to 799 points
Excellent Performance (Dark Green)	800 to 1099 points
Exceptional Performance (Gold)	1100 points or above

4. Balanced Scorecard

The Supplier will work with the Purchaser to measure the performance of the Contract against four main domains, namely Service, Quality, Cost and Sustainability.

The attached Balanced Scorecard exemplar has been provided as part of Contract Award, but this shall be discussed and finalised between the Purchaser and Supplier during the Implementation Phase:



02053%20DL%20Balanced%20Scorecard

5. Results Framework

The Supplier shall support the Purchaser by monitoring and reporting where required by the Purchaser under the Results Framework. The Supplier's specific responsibilities can be found within the Results Framework detailed in Part 6 of Schedule B.

End of Part 2 of Schedule B

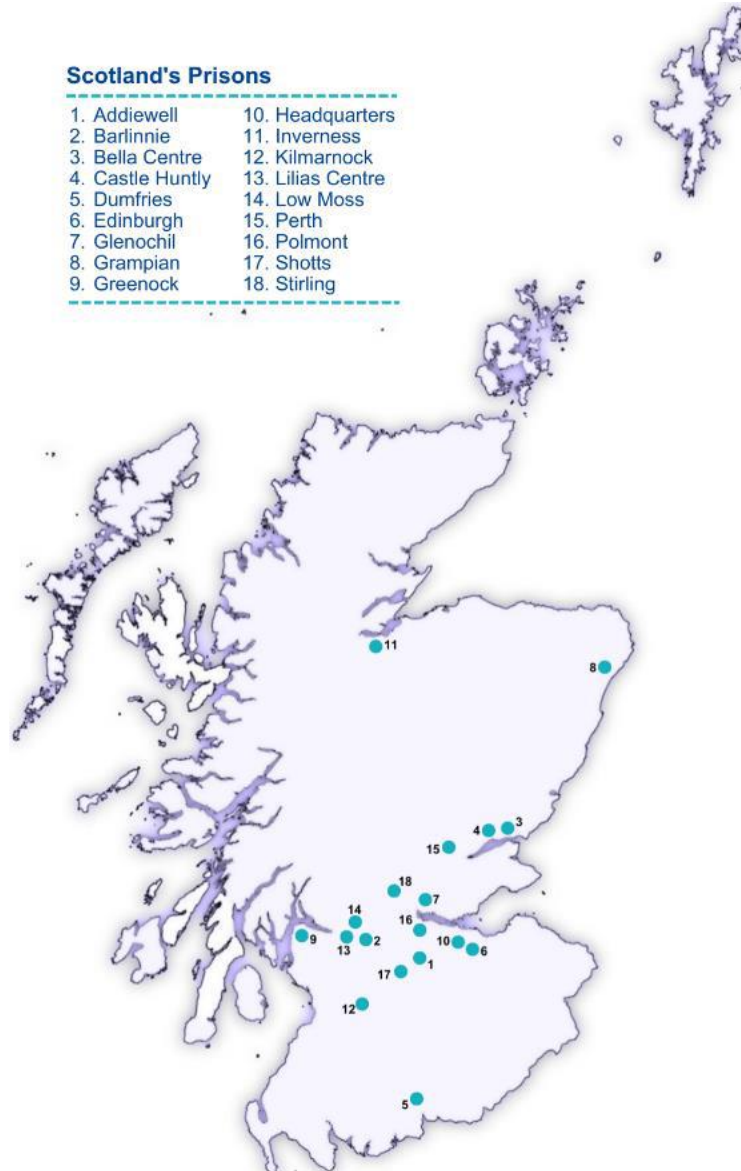
PURCHASER BACKGROUND INFORMATION

ESTABLISHMENT DETAILS

	SPS Site	Address
1	Barlinnie	HMP Barlinnie, Glasgow, G33 2QX
2	Bella	HMP Bella, Community Custody Unit, 81 Ann St, Dundee, DD3 7TF
3	Castle Huntly	HMP Castle Huntly, Longforgan, Nr. Dundee, DD2 5HL This prison is also referred to as the 'Open Estate'
4	Dumfries	HMP Dumfries, Terregles Street, Dumfries, DG2 9AX
5	Edinburgh	HMP Edinburgh, 33 Stenhouse Road, Edinburgh, EH11 3LN
6	Glenochil	HMP Glenochil, King O'Muir Road, Tullibody, Clackmannanshire, FK10 3AD
7	Grampian	HMP and YOI Grampian, South Road, Peterhead, AB42 2YY
8	Greenock	HMP Greenock, Gateside, Greenock, PA16 9AH
9	Inverness	HMP Inverness, Porterfield, Inverness, IV2 3HH
10	Kilmarnock	HMP Kilmarnock, Mauchline Road, Kilmarnock, KA1 5AA
11	Lilias	HMP Lilias, Community Custody Unit, Shawpark St, Glasgow, G20 9BT
12	Low Moss	HMP Low Moss, Crosshill Road, Bishopbriggs, Glasgow, G64 2PZ
13	Perth	HMP Perth, 3 Edinburgh Road, Perth, PH2 8AT
14	Polmont	HMYOI Polmont, Brightons, Falkirk, Stirlingshire, FK2 0AB
15	Shotts	HMP Shotts, Shotts, ML7 4LF
16	Stirling	HMPYOI Stirling, Stirling, FK9 5NU
In addition, SPS operates from the following non-custodial premises:		
	Headquarters	SPS, 1 Lochside Avenue, Edinburgh, EH12 9DJ
	SPS College (SPSC)	SPS College, Newlands Road, Brightons, Falkirk, FK2 0DE
	SPS Fauldhouse	Central Store, Main Street, Fauldhouse, West Lothian, EH47 9DJ
<p>Note: The Contract specifically excludes the privately operated prison at HMP Addiewell.</p>		

Scotland's Prisons

- | | |
|------------------|-------------------|
| 1. Addiewell | 10. Headquarters |
| 2. Barlinnie | 11. Inverness |
| 3. Bella Centre | 12. Kilmarnock |
| 4. Castle Huntly | 13. Lilies Centre |
| 5. Dumfries | 14. Low Moss |
| 6. Edinburgh | 15. Perth |
| 7. Glenochil | 16. Polmont |
| 8. Grampian | 17. Shotts |
| 9. Greenock | 18. Stirling |



VISION OF THE SPS

The aim has been to build on the already strong foundations of SPS Mission, Vision and Values. Furthermore, the SPS 2023-2028 Corporate Plan defines our strategic intent.

“The Scottish Prison Service (SPS) will deliver prison services in a way that is more person-centred, inclusive, trauma-informed and rights-based. We will better promote the health, safety and wellbeing of all people who live in Scotland’s prison system and our skilled and dedicated staff will be supported and have the knowledge to do their jobs well. We will carry out our role and duties in support of just, safe and resilient Scotland.”

Objective 1 People in Scotland’s prisons live in Establishments that are safe, secure and suitable.

Objective 2 The health, wellbeing and care of the people living in Scotland’s prisons are more effectively managed, promoted and tailored to individual need.

Objective 3 People in Scotland’s prisons are better supported to safely follow a progression pathway towards release, in ways that prioritise public protection.

The SPS **Vision** sets the **Direction**.

[*Helping to build a safer Scotland-Unlocking Potential-Transforming Lives*](#)

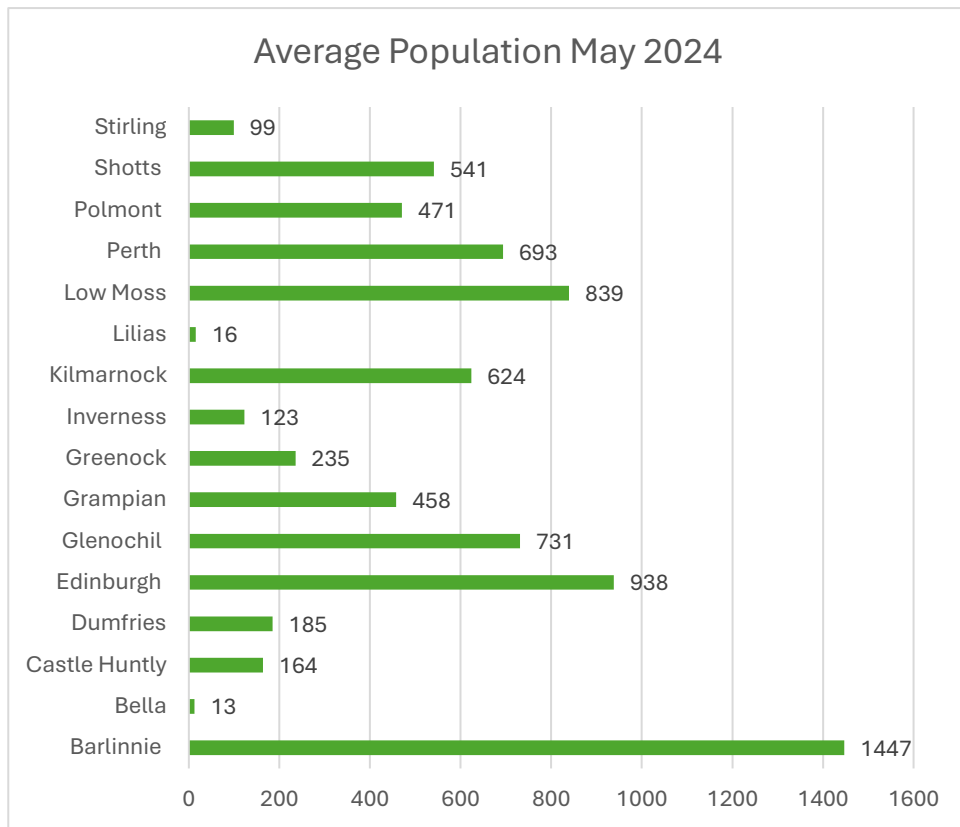
Our **Mission** sets out how the Vision will be delivered:

[*Providing services that help to transform the lives of people in our care so they can fulfil their potential and become responsible citizens.*](#)

We deliver our work in accordance with our seven organisational values, of;

- **Belief:** we believe that people can change
- **Openness:** we work with others to achieve the best outcomes
- **Respect:** we are inclusive, respecting the needs, rights and voices of everyone equitably
- **Integrity:** we have high ethical, moral and professional standards
- **Compassion:** we care about people and believe that positive relationships are a critical enabler of change
- **Innovation:** we continually find ways to improve the delivery of prison services in Scotland
- **Humility:** we cannot do this on our own, we recognise that we need to work with and learn from others

AVERAGE DAILY POPULATION



PRISONER POPULATION DETAILS

Very few people in custody are directly admitted to HMPs Glenochil and Shotts. These are long-term prisons, therefore the initial period of sentence will normally be served in another Prison prior to transfer. It is likely that screening will have been done prior to going to one of these prisons, however this should not be assumed. New admissions to these prisons will need to have their record checked (PR2 or e-Portfolio) in the first instance, and a screening undertaken where there is no record of previous screening. HMP Castle Huntly provides less secure conditions for individuals nearing the end of their sentence who have been assessed as suitable for community access. It should not be assumed that previous screening or e-Portfolio exists, as an individual's priorities may change on transfer to Open Estate where engagement in Development and Learning opportunities could be viewed by the individual more favourably than they were in closed conditions.

Population and Accommodation Report

Table 5: Long Term Sentenced Prisoners - Distribution by Establishment, Supervision Level and Sentence Length

Position at
Friday 14 June 2024

	High			Medium			Low			Total
	4 - 10 yrs	10+ yrs	Life	4 - 10 yrs	10+ yrs	Life	4 - 10 yrs	10+ yrs	Life	
Addiewell	48	9	20	64	4	28	75	19	46	313
Barlinnie	113	22	17	24	4	7	130	21	51	389
Bella							1	1	3	5
Dumfries	8	1	1	7	2	4	60	24	13	120
Edinburgh	82	25	21	40	10	22	164	46	76	486
Glenochil	36	8	5	73	6	26	198	70	105	527
Grampian	35	6	6	19	5	4	60	10	33	178
Greenock	4			3		2	6		68	83
Inverness	4			3			4		2	13
Kilmarnock	27	2	13	26	3	21	45	8	34	179
Lilias									9	9
Low Moss	53	9	10	47	15	27	81	9	49	300
Open Estate							92	12	45	149
Perth	28	6	11	23	6	16	37	9	36	172
Polmont	19	1	5	21		6	24		9	85
Shotts	31	6	19	56	24	61	127	28	173	525
Stirling	3		1	1		2	3		7	17
All Scotland Total:	491	95	129	407	79	226	1107	257	759	3550

Population and Accommodation Report

Table 4: Short Term Sentenced Prisoners - Distribution by Establishment,
Supervision Level and Sentence Length

Position at
Friday 14 June 2024

		Addiewell	Barlinnie	Bella	Dumfries	Edinburgh	Glenochil	Grampian	Greenock	Inverness	Kilmarnock	Lillias	Low Moss	Open Estate	Perth	Polmont	Shotts	Stirling	TOTAL
High	0 - 1 month	2	4		1	6	3	2	2	1	2		1		7	1	1	1	34
	1 - 2 months	3	3					2	1		1		1		1				12
	2 - 3 months	1	2			4		2		1	3		1		2	2			18
	3 - 4 months	6	8		1	3		3		1	5				1	1	1		30
	4 - 5 months	2	6		2	1		1			1		3		8	2			26
	5 - 6 months	3	16		1	3	2		2		9		5		5	1		1	48
	6 - 12 months	8	31		1	14	3	5	2	1	20		15		25	8		3	136
	1 - 2 yrs	21	53		5	25	22	11	6	3	19		31		39	14	1	1	251
	2 - 4 yrs	25	59		2	30	23	16	8	1	20		31		35	12		2	264
	TOTAL	71	182		13	86	53	42	21	8	80		88		123	41	3	8	819
Medium	0 - 1 month	2	1				2				1					1			7
	2 - 3 months		1			1	1						1			1		1	6
	3 - 4 months	2	4				1		1	1	1		2		1	1			14
	4 - 5 months	5	1			2		1	2				3			2			16
	5 - 6 months	2	4					3		2	5		2		2	2	1		23
	6 - 12 months	5	21			4	5	4	6	3	25		11		5	8	1	2	100
	1 - 2 yrs	23	35		3	7	26	6	13	3	32		19		15	24	3	4	213
	2 - 4 yrs	26	52		2	13	50	10	14	7	25		29		19	22	1	2	272
	TOTAL	65	119		5	27	85	24	36	16	89		67		42	61	6	9	651
	Low	0 - 1 month		1		2	3	2	1					1	1	2		2	1
1 - 2 months		2																	2
2 - 3 months			3					2					1						6
3 - 4 months		1	4			3			3	1			1			1		1	15
4 - 5 months		2	6			2			1				3						14
5 - 6 months		5	10		1	6	2	2	3	4	4		6		7	3		1	54
6 - 12 months		17	26	3	3	10	5	2	6	2	7	1	27		14	19		4	146
1 - 2 yrs		26	53	2	2	14	28	13	13	2	23	2	51		13	79	1	3	325
2 - 4 yrs		44	73	4	3	18	34	18	5	6	32	5	44	15	28	79	5	3	416
TOTAL		97	176	9	11	56	71	38	31	15	66	8	134	16	64	181	8	13	994
TOTAL	233	477	9	29	169	209	104	88	39	235	8	289	16	229	283	17	30	2464	

PRISON DESCRIPTIONS

The following provides an indicative overview of current Learning and Skills provision within each Establishment and the Purchaser provided classrooms which is likely to be available for use by the Supplier. The classrooms indicated may, for various operational or other reasons, require to be varied during the term of the Contract and accordingly the Purchaser offers no guarantees, nor exclusive use of the classrooms.

HMP Barlinnie is the largest prison in Scotland located in Riddrie in the northeast of Glasgow. The prison has 1021 contracted places and has an average population of 1447, housing convicted, remand, long term, and short-term adult men. It also houses one of the National Top Ends – Letham Hall, where life sentence individuals can be tested in less secure conditions.

The Bella Centre is in the Maryhill area of Glasgow and became operational in 2022. It houses low supervision women with contracted places for 16 and an average population of 13.

HMP Castle Huntly is Scotland's only open prison, located near Longforgan, Dundee. Castle Huntly accommodates 285 places, with an average population of 164 adult men.

HMP Dumfries serves the local courts of Dumfries and Galloway, with contracted places for 173 long term, short term, convicted and remand adult men. HMP Dumfries has an average population of 185. In addition, Dumfries holds a significant cohort of offence protection individuals.

HMP Edinburgh is a large community facing prison receiving from courts in Edinburgh, the Lothians, and Borders, but also those from the Fife area. HMP Edinburgh has 870 contracted places, housing 938 on average. The prison manages adult male individuals including those on remand, short term, long term, life sentence and extended sentence. (Order of Lifelong Restrictions).

HMP Glenochil manages adult male individuals who are short term, long term, life sentence and extended sentence (Order of Lifelong Restrictions). HMP Glenochil is a large community facing prison, giving priority to Forth Valley and Fife. It is one of the major sites in Scotland for managing sex offenders and those with an Order of Lifelong Restriction (OLR). HMP Glenochil has 670 contracted places and an average population of 731.

HMP Grampian is located adjacent to the old Peterhead prison site and was opened on 3rd March 2014 and is the first purpose-built community facing prison within Scotland, with contracted places for 474 individuals, both male and female adults and young people from the North of Scotland Community Justice Authority. HMPYOI Grampian has an average population of 458.

HMP Greenock manage adult male and female populations with short term, long term, and remand sentences. HMP Greenock also manage long term males in our national Top End facility, Chrisswell House. HMP Greenock has 263 contracted places and an average population of 235.

HMP Inverness serves courts in the Highlands, Islands and Moray – a large and diverse catchment area embracing rural and urban communities. HMP Inverness has a contracted places for 98 individuals, with an average population of 123. The prison manages remand, adult, and young persons, convicted adults serving up to 4 years and life sentence individuals should they need to stay within HMP Inverness.

HMP Kilmarnock is a receiving Establishment, south-east of Hurlford in East Ayrshire. With 500 contracted places and an average population of 624. HMP Kilmarnock houses a range of population profile types, receiving from the Sheriff Courts of Ayr and Kilmarnock.

The Lilius Centre became operational in 2022 and houses low supervision women. Located in the Maryhill area of Glasgow, the centre's accommodation consists of four 'shared houses' with contracted places for 24 individuals and an average population of 16.

HMP Low Moss opened in March 2012. This prison has 784 contracted and an average of 839 places. It houses male population on remand, short term, long term, life sentence and extended sentences. (Order of Lifelong Restriction), primarily from the North Strathclyde Community Justice Authority area.

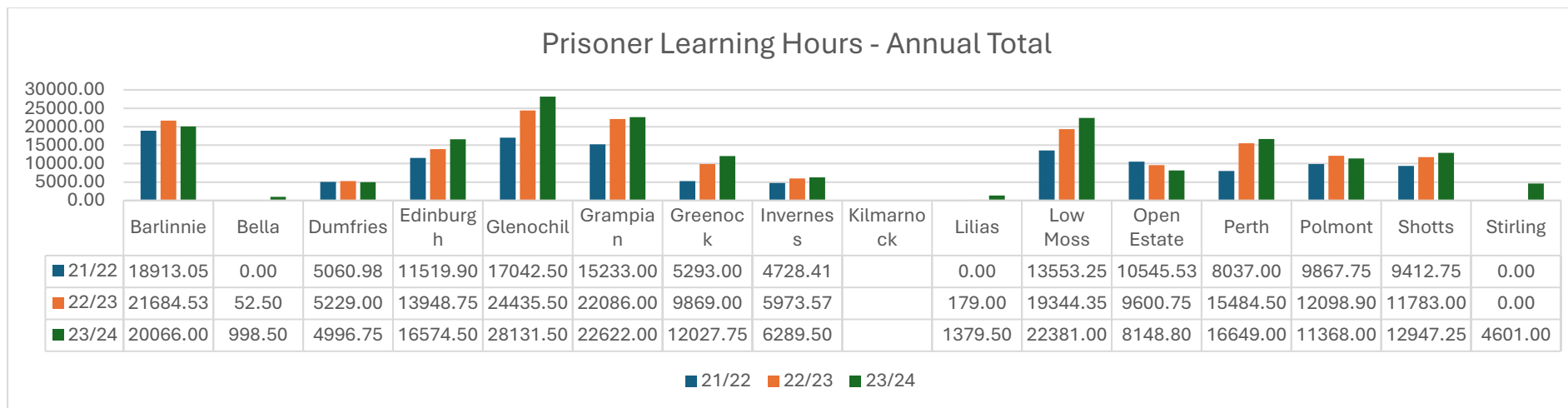
HMP Perth is a large community facing prison receiving from courts in Perth and Kinross, Dundee, Angus, and Fife. HMP Perth has 631 contracted and an average of 693 places. The prison manages adult male individuals on remand, short term, long term, life sentence, sexual offenders, and extended sentences. (Order of Lifelong Restrictions).

HMP & YOI Polmont is Scotland's national holding facility for young people aged between 16 - 21 years of age. However, considering the ever-evolving profile of people within custody, HMPYOI Polmont has recently opened their doors to short term, adult female, and male populations. HMPYOI Polmont has 607 contracted places and an average population of 471.

HMP Shotts prison was re-built in 2012 and houses a long-term adult male population. The prison is situated in countryside south of the M8 motorway near the Lanarkshire village of Shotts. The prison has 538 contracted places and an average of 541 individuals daily, with over 50% being life sentence individuals.

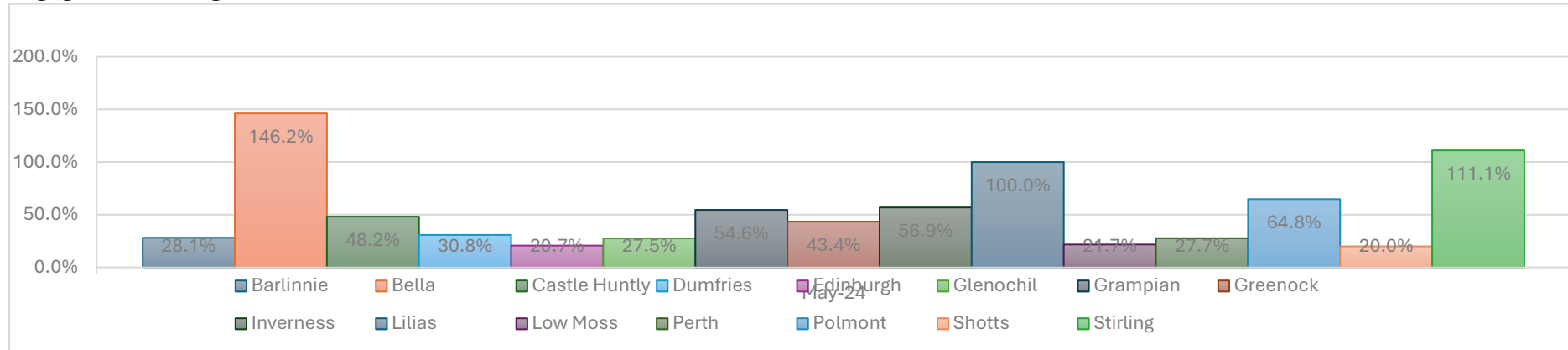
HMP & YOI Stirling is Scotland's national facility housing remand and convicted young and adult women. HMP & YOI Stirling has 119 contracted places and an average 99. HMP & YOU Stirling benefits from a separate Mother and Baby Unit with 2 spaces. HMP & YOI Stirling receives admissions from court and will transfer individuals to other Establishments who house females where appropriate.

*Average figures May 24

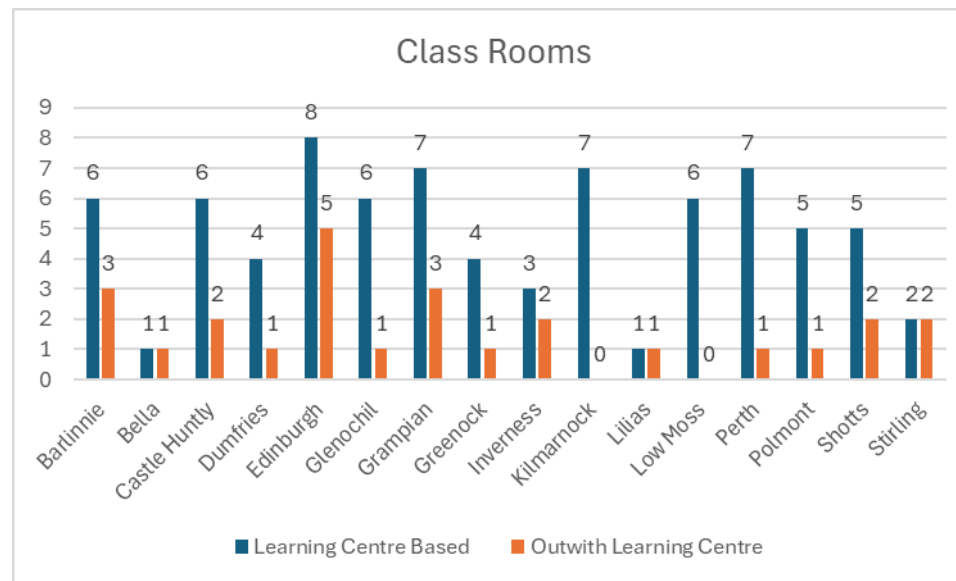


Note: HMP Kilmarnock, Lillas, Bella and Stirling have not been operating for the period reported.

Engagement Average



Note: This data is a rudimentary way to measure individual Learners attending learning centres vs the average capacity of the prison within the same reporting period (May 2024). Quick turnover of individuals within CCUs and HMP Stirling result in the total amount of individual Learners attending the learning centre exceeding the daily average.



CURRENT IT EQUIPMENT PROVISION (LEARNING AND SKILLS)

The Supplier should note the current IT provision (to July 2024) and the specific expectations indicated in paragraph 4.2 of this Schedule B.

The current Suppliers have developed a non-Internet platform of e-learning resources for use within individual Learning Centres via local servers. This platform is called MOLE (Moodle Offender Learning Environment). This operating system and the associated network underpin various IT Equipment then operated within each of the prisons and Learning Centres.

Establishment	PC's	IMac's	MacBook's / Laptop's	Printers	Other Equipment
Barlinnie	24	5	0	4	1 x Server, 1 x 8 Port Switch, 1 x 24 Port Switch
Castle Huntly	22	0	0	1	1 x Server, 1 x Scanner
Stirling	22	3	0	4	1 x Scanner
Bella					
Lilias					
Dumfries	10	1	0	4	
Edinburgh	41	0	0	3	2 x Servers
Glenochil	31	4	0	6	1 x printer / scanner, 1 x Scanner (A3)
Grampian	29	0	0	2	1 x Server
Greenock	15	3	0	2	
Inverness	14	0	0	1	1 x Server
Kilmarnock					
Low Moss	22	5	0	7	1 x Scanner (A3), 1 x Server
Perth	33	0	0	3	2 x Server
Polmont	37	0	0	3	2 x Servers
Shotts	37	10	1	9	3 x Scanners, 2 x Graphics Tablets

Note: Some of the IT provision at HMP Shotts is linked to the creation and production of the STIR Magazine (contextualised learning).

This activity utilises specific functionality, programmes and software provided in an I-Mac.

End of Part 3 of Schedule B

This is Part 4 of Schedule B referred to in the foregoing Contract number SPS-02053 between the Scottish Ministers and PeoplePlus Group Limited

STAFF COMPETENCY MATRIX (EXAMPLE)

Name	Establishment	Role	Professional Qualification	Service / Subject Competence	Disclosure Received	Key Trained and Induction	PPT	H and S/ F.S	ACT 2 Care	Professional Boundaries
Joe Smith	HMP...	Lecturer	TQFE	Numeracy, 1:1 support etc.	10/07/16	15/07/16	15/07/16	15/07/16	15/07/16	15/07/16

End of Part 4 of Schedule B

This is Part 5 of Schedule B referred to in the foregoing Contract number SPS-02053 between the Scottish Ministers and PeoplePlus Group Limited

MANAGEMENT INFORMATION EXAMPLE TEMPLATE

INVI	1	Number of Learners invited by the Learning Centre to complete literacy and numeracy screening.	
LITS	2	Number of Learners completing screening, broken down by literacy and numeracy (<i>Note: This measure should include all those who engage with the screening process, including those who start but do not complete the process.</i>).	Literacy Screening
NUMS			Numeracy Screening
LIT2	3	Breakdown of the levels individual (different) Literacy Learners screened at (<i>Note: This measure should be a breakdown of those prisoners reported at ID2.</i>).	Level 2
LIT3			Level 3
LIT4			Level 4
LIT5			Level 5
NUM2	4	Breakdown of the levels of Individual (different) Numeracy Learners screened at (<i>Note: This measure should be a breakdown of those prisoners reported at ID2.</i>).	Level 2
NUM3			Level 3
NUM4			Level 4
NUM5			Level 5
INTE	5	Number of individual (different) Learners receiving intensive additional support with literacy, numeracy or ICT e.g. those receiving 1:1 or 2:1 session. (<i>Note: This measure will detail the number of Learners receiving additional support during a month.</i>).	
SPEC	6	Number of Learners receiving specific learning support in addition to those recorded at 5 above. (<i>Detail nature of support provided in Supplementary information</i>)	
LIST	7	Total number of Learners listed to attend the Learning Centre during the month. (<i>Note: This measure will detail the number of different Learners engaging with the learning centre during a month.</i>).	
ATTE	8	Number of Learners listed who attended the Learning Centre. (<i>Note: This is the number of actual attendances in a given month</i>)	
FAIL	9	Number of Learners listed who failed to attend the Learning Centre broken down by reason. (<i>Note: This measure will show the number of failed attendances in a given month and the reasons for these. Detail the reasons for non-attendances in Supplementary information.</i>).	
PLHT	#	Total Prisoner Learning Hours (PLHs) delivered per prison per month, broken down by Primary Literacy, Primary Numeracy and other. (<i>Note: This measure will provide an aggregate number of PLHs</i>)	Total Hours PLH

		<i>delivered during a month, based on the No. of prisoner learning hours per activity).</i>	
PLHL			Primary Literacy PLH
PLHN			Primary Numeracy PLH
PLHR			Other
PLHS	11	A total number of PLHs per Prison (<i>Note: Broken down by location where delivered e.g. VT, PE, Learning Centre and Residential Area. Detail to be provided in Supplementary information).</i>	
In-Cell PLHS	11b	Total PLHs for In-Cell Learning (<i>Note: broken down by resource type e.g. learning packs, DVDs or TV and Radio coverage. Detail to be provided in supplementary information)</i>	
ILPS	12	Number of new PDLPs completed during the month (<i>Note: This measure will provide details of the number of new Learners starting with the learning centre).</i>	
ILPR	13	Number of PDLPs reviewed during the month	
SQAS	14	Total number of certifications of SQA courses (including details of unit type i.e. 10hours. 40 hours etc) and awards by subject broken down by individual Learners. (<i>Detail to be provided in Supplementary information).</i>	
CERT	15	Total number of certifications of other qualifications by Awarding Body, subject and level broken down by individual Learners. (<i>Detail to be provided in Supplementary information).</i>	
SUCE	16	Number of Supplier Certificates of Achievement / Progress by subject by individual Learners. (<i>Detail to be provided in Supplementary information).</i>	
DIST	17	Number of Learners accessing distance learning and course subject. (<i>Detail to be provided in Supplementary information).</i>	
COLL	18	Number of Learners attending a college placement and course subject. (<i>Detail to be provided in Supplementary information).</i>	
ESOL	19	Number of Learners undertaking ESOL provision.	
ETMI	20	Number of Learners from ethnic minority groups undertaking learning and skills activities.	

Additional Monthly Management Information

- A short monthly report providing interpretation of data recorded and any emerging trends. Final format to be agreed between HQ L and S team, HQ Contracts Team and the Supplier
- Results of peer review activities, self-evaluation, and project themed learning initiatives

Annual Management Information. On an annual basis, the Supplier will provide:

- A short report detailing national levels of Literacy for all individuals undertaking the prescribed literacies screening tool within the Prison population. This information should be broken down by sentence length (STP or LTP) and category of Prisoner (Adult male; adult female; young men; young women and sex offender). The report should detail any significant trends in levels of literacy across the estate.
- A short report detailing levels of literacy for all individuals undertaking the prescribed literacies screening tool within the prison population. This information should be broken down by protected characteristics as described within the Equalities Act.
- Total amount of complementary funding and the duration that has been secured either directly or in partnership to supplement learning activity.

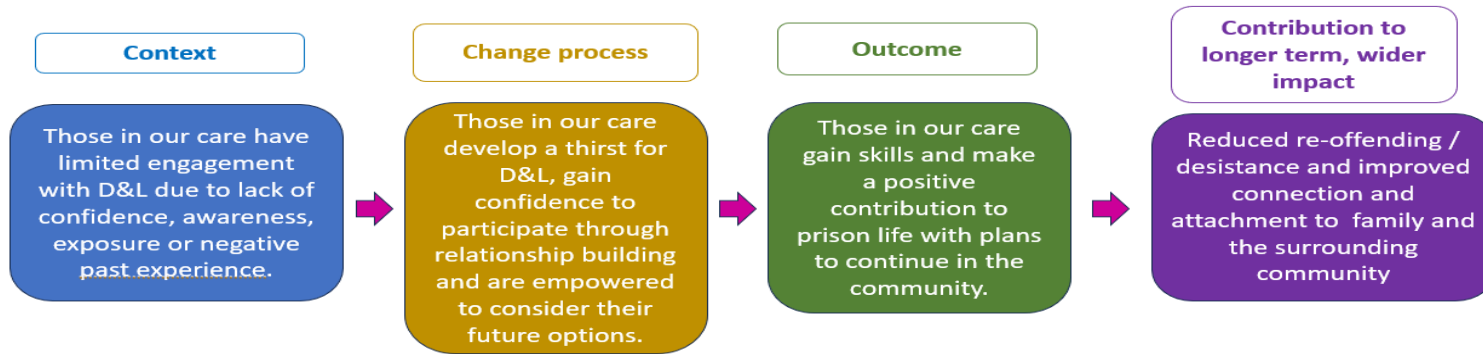
End of Part 5 of Schedule B

This is Part 6 of Schedule B referred to in the foregoing Contract number SPS-02053 between the Scottish Ministers and PeoplePlus Group Limited
PROPOSED OUTCOMES MEASURES (“RESULTS FRAMEWORK”)

The Purchaser is seeking to develop outcome measures with the Supplier. The key measures will be ‘distance travelled’ for both Learners and towards achievement of the outcomes stated within the SPS Development and Learning Strategy for People in Custody, ‘Learning for a Better Future’.

Development and Learning - Results Framework (first 5 years of the strategy)

Theory of change



Quality Indicator	Inputs	Outcome	Indicator	Means of Verification	Frequency	Responsible for monitoring
1.1	Develop a relevant and diverse curriculum in line with SPS D and L strategy with options for Establishments to use contextualised opportunities.	<p><i>SHORT-TERM (Y1)</i></p> <p>The D and L approach is strengthened through the development of a broad curriculum and mechanisms for collaborative working.</p>	<p>- % Positive feedback on the new approach / curriculum from stakeholders, staff and Supplier.</p> <ul style="list-style-type: none"> • 	<p>- Surveys, interviews and focus groups.</p> <p>- The D and L Knowledge hub activity attendance / participation.</p> <p>- Aggregated needs assessment</p> <ul style="list-style-type: none"> • 	ALP Cycle	Purchaser – HQ Learning Team
1.2	Establish a community of practice / learning forum with a knowledge hub and opportunities for shared learning.		<p>- 100% of Establishments engage with the Community of Practice.</p> <ul style="list-style-type: none"> • 	<p>- Case studies and learning shared with the D and L knowledge hub.</p> <ul style="list-style-type: none"> • 		Purchaser – HQ learning Team
1.3	Establish mechanisms to gather staff and user voice on D and L services on a regular basis.	<p><i>MEDIUM TERM (Y2-3)</i></p> <p>D and L policies and partnership arrangements with the leading Education provider are improved.</p>	<p>- % of learning centres regularly gather and utilise staff and user voice.</p> <p>-</p>	<p>Partnership contract.</p> <ul style="list-style-type: none"> • Service user feedback. 	ALP cycle	Supplier
1.4	Review and improve D and L policies incorporating staff and user voice.	D and L policies and partnership arrangements with the leading Education provider are improved.	<p>- % of stakeholders / Establishments demonstrate an understanding of new policies, processes and procedures in line with the D and L strategy.</p> <ul style="list-style-type: none"> • 	<p>Policy documentation.</p> <p>Policy training or meeting attendance records.</p>	Annual – ALP cycle	Purchaser – Learning Team

1.5	New contract incorporates regular monitoring of change in user knowledge, self-efficacy, and feedback and is targets / results based.	D and L policies and partnership arrangements with the leading Education provider are improved	- D and L provider meets contractual requirements.	Routine D and L provider performance data on % ↑ in knowledge, self-efficacy.	Annual – ALP cycle	Supplier via needs assessment
1.6	Networking and resource provision to explore and nurture new partnerships with organisations that could benefit a greater number of Establishments through a standardised approach.	LONG-TERM (Y4-5) National partnerships are successfully developed to improve opportunities across all Establishments.	- # of new partnership initiatives established or scaled up coordinated by SPS HQ.	# of Partnership agreements with third sector or other organisations.	Annual	Supplier Purchaser – Learning Team HQ
1.7	Networking and resource provision to scale up successful pilot projects across more Establishments.		- # of new partnership initiatives established or scaled up coordinated by SPS HQ. •	# Partnership agreements with third sector or other organisations.	Annual	Supplier Purchaser – Learning Team HQ

2. Establishment

Quality Indicator	Inputs	Outcome	Indicator	Means of Verification	Frequency	Responsible
2.1	D and L needs assessments of people in custody in each Establishment.	SHORT-TERM (Y1) D and L provision is contextualised from the core curriculum to be accessible, inclusive, relevant, and trauma-informed to population needs and preferences.	- 100% of Establishments develop Quality Contextualised curriculum. - % of people in custody engaged in D and L needs assessment. - % of people in custody, partners and stakeholders feedback	- Survey data - Aggregated needs assessment - Focus groups and interview data. - Regime documentation - Curriculum documentation -	Annual – ALP cycle	Learning Team Supplier

			<p>positively about the new contextualised curriculum.</p> <ul style="list-style-type: none"> - % of people in custody with access to all types of D and L in the contextualised curriculum. 			
2.2	Screening process is fully implemented, including contextualised opportunities and peer mentors where appropriate.		<ul style="list-style-type: none"> - 100% of Establishments apply robust screening mechanisms. - 100% of Establishments develop a clear peer mentor plan. 	<ul style="list-style-type: none"> - ALP - Peer mentor plan 	Reviewed within HQ contract meeting and formalised through ALP cycle	<p>Supplier</p> <ul style="list-style-type: none"> Purchaser – Local Rep Purchaser – HQ Learning Team
2.3	Engagement opportunities are considered within ALP process.		<ul style="list-style-type: none"> - 100% of Establishments develop a clear engagement plan. 	<ul style="list-style-type: none"> - Engagement Plan - ALP 	Reviewed within HQ contract meeting and formalised through ALP cycle	<p>Supplier</p> <ul style="list-style-type: none"> Purchaser – Local Rep Purchaser – HQ Learning Team
2.4	Networking / Partnership development organisations to generate skills-based learning, and employment opportunities for those released.	<p><i>MEDIUM TERM (Y2-3)</i></p> <p>Pathways to employment and skills-based learning are strengthened through improved partnerships to support community reintegration.</p>	<ul style="list-style-type: none"> - % of D and L opportunities that have developed / mapped pathways. - # of new or scaled up partnerships. - % of people in custody have awareness of pathways and feel 	<ul style="list-style-type: none"> - Partnership agreements - Survey / focus group / key informant interviews 	Reviewed within HQ contract meeting and formalised through ALP cycle	<p>Supplier</p> <ul style="list-style-type: none"> Purchaser – Local Rep Purchaser – HQ Learning Team

			opportunities are accessible.			
2.5	Training for staff on D and L, case management and data capture / utilisation.	LONG-TERM (Y4-5) D and L is embedded in Establishment culture and integrated with case management for a whole system (<i>digitally monitored</i>) approach to personal development.	- # of case studies generated for the SPS. - 100% of people in custody engaging with D and L have learner journey information integrated e-portfolio and case management •	- Written case studies of best practice. -	Ongoing	Purchaser – SPSC Purchaser – Local Team Purchaser – HQ Learning team Supplier to provide background data
2.6	Changes are made to role responsibilities i.e., oversight of D and L becomes everyone’s job (front line staff) as part of integrated case management via digital systems.			- Audit of people in custody database records.		
2.7	D and L culture is fostered through sharing knowledge information and practices (case studies, lessons learned and key findings).			- Learning forum		
3. Staff						
Quality Indicator	Inputs	Outcome	Indicator	Means of Verification	Frequency	Responsible
3.1	Training for all staff on personalised D and L – what it constitutes and how they can best support people in custody and promote engagement through relationship building.	SHORT-TERM (Y1) Personalised D and L provision for people in custody becomes part of Establishment level all-staff training, collaborative working	- % of staff demonstrate ↑ understanding of D and L provision and their roles and responsibilities regarding oversight. - % of staff report D and L is more prioritised in	Training records (pre and post assessment). Staff focus group.	Ongoing. Monthly contract meetings Learning Forum quarterly	SPS Research and Evaluation Supplier to engage with

		culture and accountability.	prison life and management.		Workshops as required	
3.2	Mechanisms are established for collaborative working i.e., integration of D and L oversight into existing meetings and information sharing.					
3.3	Oversight / support with D and L is incorporated into performance management of all front-line prison staff.					
3.4	Improve D and L needs assessment processes and procedures. Train and equip all front-line staff.	<i>MEDIUM TERM (Y2-3)</i> D and L staff and prison officers demonstrate confidence assessing D and L needs, supporting learner journeys, and improving access for all through outreach and relationship building.	<ul style="list-style-type: none"> - % of staff ↑ self-efficacy with undertaking D and L needs assessments. - % of people in custody with accurate and timely learner journey records. - % of people in custody with 'vulnerable' status engaging with D and L. • 	<ul style="list-style-type: none"> - Pre and post needs assessment training tests. - D and L needs assessment records (database) - Learner journey records (database) • 	Ongoing. Monthly contract meetings Learning Forum quarterly Workshops as required	SPS Research and Evaluation Supplier to engage with
3.5	Support all front-line staff to oversee learner journeys administratively and support people in custody to manage their progression through relationship building.					
3.6	Create drive and motivation among the front-line workforce to better support people in custody who are vulnerable or disengaged through a campaign					

	on ending social isolation, targeting all staff.					
3.7	Develop processes and procedures for a whole system approach to case management which incorporates all aspects of D and L and the learner journey.	<i>LONG-TERM (Y4-5)</i> D and L staff and prison officers contribute to a whole system approach including digital tracking of learner journeys and continuous information provision leading to holistic case management.	- % of operational front-line staff express confidence in the effectiveness of the 'whole system approach'. - % of learner journeys are maintained.	Staff survey / focus group / interview reports. Audit of prisoner records	Ongoing. Monthly contract meetings Learning Forum quarterly Workshops as required	SPS Research and Evaluation Supplier to engage
3.8	Support staff to contribute to a whole system approach with effective digital management.					
4. Learner						
Quality Indicator	Inputs	Outcome	Indicator	Means of Verification	Frequency	Responsible
4.1	Engagement activities in the contextualisation of the D and L curriculum.	<i>SHORT-TERM (Y1)</i> A greater proportion of individuals in custody engage with development and learning opportunities.	- % of people in custody engaging with Establishment level curriculum design. - % ↑ of people in custody engaging with D and L opportunities. - % of people in custody attending D and L activities feedback.	Survey / focus group / interview reports. Routine attendance and feedback data from learning centres.	Monthly Contract meeting	Purchaser – Local rep Purchaser – HQ learning team Supplier
4.2	Awareness raising campaign about the new D and L curriculum and the different personalised opportunities.				As required	Purchaser – Local rep Purchaser – HQ learning team Supplier

4.3	Increased promotion and liaison between all staff and people in custody about D and L opportunities and activities.				As required – Detailed in ALP	Purchaser – Local rep Purchaser – HQ learning team Supplier
4.4	People in custody are encouraged to attend D and L relevant to them through support from all staff they encounter esp. their personal officer.					Purchaser – Local rep Purchaser – HQ learning team Supplier
4.5	D and L outreach initiatives increase with more frequency and creativity from the learning centres.					Purchaser – HQ learning team Supplier
4.6	D and L is continuously adapted in accordance with feedback to remain relevant to needs and desires.	<i>MEDIUM TERM (Y2-3)</i> People in custody engaging with D and L demonstrate improved knowledge, well-being, and self-efficacy attributable to their learning journey.	- % of people in custody attending D and L demonstrate ↑ knowledge. - % of people in custody attending D and L demonstrate ↑ self-efficacy. - % of people in custody perceive D and L has positively affected their well-being.	D and L pre and post course tests. Survey / focus group / interview reports.	Mid-term evaluation	Supplier SPS Research and Evaluation
4.7	D and L consistent delivery to a high standard leads to progression for Learners.	AND	- # of changes made to D and L provision attributable to feedback.	Routine attendance and feedback data from learning centres.		
4.8	D and L incorporates measurement of all initiatives i.e. changes in knowledge and self-efficacy through pre and post course tests.	people in custody feedback leads to D and L service improvements.				

4.9	D and L initiatives become more self-directed with clear pathways to inspire a focus on the future.	<p><i>LONG-TERM (Y4-5)</i></p> <p>People in custody demonstrate motivation and confidence to continue with D and L or employment opportunities on release.</p>	- % of people in custody express motivation for continuation of D and L on release.	Survey / focus group / interview reports.	End evaluation	Purchaser - Research and Evaluation Supplier
	Relationships between staff and prisoners strengthen overtime through continuous capacity building and focus on inspiring D and L.		-			

End of Part 6 of Schedule B

This is Part 7 of Schedule B referred to in the foregoing Contract number SPS-02053 between the Scottish Ministers and PeoplePlus Group Limited

CLARIFICATIONS

The attached clarifications were raised to the SPS during the various stages of the tender process. They provide additional clarity and information pertaining to this Contract relating to TUPE information, IT infrastructure, levels of existing service, etc:

[Clarifications Redacted due to sensitive information relating to TUPE]

End of Schedule B

This is Schedule C referred to in the foregoing Contract number SPS-02053 between the Scottish Ministers and PeoplePlus Group Limited

PRICING DOCUMENT

1. Price Basis - General

- 1.1 All prices are in (£) Pounds Sterling.
- 1.2 Prices are exclusive of VAT. Where applicable, VAT shall be applied at the prevailing VAT classification rules provided by HM Revenue & Customs (HMRC).

2. Price Fix and Variation

- 2.1 All lump sums, fees, rates and percentages shall remain fixed and firm for the first 2 Years (24 months) of the Contract Term.
- 2.2 For Years 3 to 5 of the Contract Term onwards, any changes to the prices for the Services shall be agreed with the Purchaser at least 3 months prior to the Contract Expiry Date and, in any event, will be limited to the variation in the relevant Consumer Price Index (CPI) less 2% (-2%) averaged over the preceding 12 month period. (Where the annual variation in CPI is 2% or lower in the preceding 12 months, the annual Price variation shall be 0% as CPI cannot be negative for the Contract). The Supplier shall provide supporting evidence if any of the Prices are due to rise.
- 2.3 For any agreed Extension Period, Pricing will be discussed and agreed as part of the formal Extension review.

3. Price Basis – Core Service

- 3.1 “Core Service” means all essential elements of the Services which the Supplier will deliver in accordance with the minimum requirements set out in Part 2 of Schedule B.
- 3.2 The Price for the Core Service is detailed in Table 2 and is fully inclusive of **all costs** necessary to deliver the Services in accordance with the provisions of the Contract including:
 - All of the Supplier’s staffing costs including all salaries, pension and associated costs, any “Pay Awards” (including recent, pending or future);
 - Any staffing or related costs arising from the application of TUPE as a result of the award of this Contract or otherwise;
 - Provision of all Learning Content, in digital format or otherwise, including all licenses to use (see Tables 4 &5);
 - Any travel, subsistence, accommodation, or other related expenses and allowances that the Supplier may incur in providing the Services including that related to any peripatetic or relief cover Staff as may be engaged by the Supplier from time to time in delivery of the Services;
 - All of the Supplier’s administrative costs including:
 - Administrative, Headquarters or other corporate overheads incurred in relation to delivering the Services;
 - incidental expenses such as printing, postage, delivery of documents, telephone calls and other communications; and

- production or distribution of any materials associated with the Services e.g. learning materials, hardcopy or electronic;
 - Applicable Learner course & examination fees (see section 6.2 of Part 1 of Schedule B); and
 - The production and distribution of the STIR magazine (produced in mainly electronic format, but on occasion, hardcopy) and other prison education publications as may be agreed with the Purchaser.
- 3.3 The Price for the Core Service assumes that the Supplier will ensure that the Services are available at all times during the Standard Hours (as defined in Schedule A) and wherever possible, during Flexible Hours (as defined in Schedule A). For the avoidance of doubt, no additional payment for operating during Flexible Hours.

OPEN BOOK COSTING

- 3.4 The Supplier shall adopt an “Open Book Costing” approach to this Contract if requested by the Purchaser.

4. Price Basis –Value Added Service (High Performance)

- 4.1 “Value Added Service” means the Prices payable where the Supplier achieves very high or better performance as reflected in the “Cumulative Performance Score” (see Part 2 of Schedule B).
- 4.2 “Value Added Fee” or “VA” Fee means any applicable fee for very high or better performance determined in accordance Part 2 of Schedule B and detailed in Table 3 below.
- 4.3 The Supplier shall refer to the Performance Measures and mechanisms for this contained within Part 2 of Schedule B.

5. Payment

- 5.1 All invoices submitted to the Purchaser for payment shall include the Contract Reference number (SPS-02053). Failure to do so may result in a later payment date. Invoices shall be raised on a per Establishment basis.

Core Services

- 5.2 Payment for the Core Services shall be made to the Supplier monthly in arrears, shall be for the Prices detailed in Table 2 below and shall be on a per-Establishment basis.
- 5.3 Payment for the Core Services shall be made to the Supplier when all essential elements of the Contract have been delivered to the satisfaction of each Establishment’s local representative. The forum for agreeing this will be the Monthly Local Contract Monitoring Meeting at each Establishment.

Value Added (VA) Services

- 5.4 Payment for Value Added Services shall be made to the Supplier annually in arrears and shall be for the Prices detailed in Table 3 below.
- 5.5 Payment for Value Added Services shall be made to the Supplier **only where the Supplier has met the minimum requirements for Core Services in accordance with Part 2 of Schedule B.**

5.6 Where payment for Value Added Services is applicable, the payment to be made shall be determined as a percentage (%) of the VA Fee in accordance with Table 3.

2. Prices

The provision of the Services shall be in accordance with the Specification (as stipulated in Schedule B) and at the following prices.

The following tables form part of this Schedule C:

- Table 1 – Price for Implementtion Period
- Table 2 – Price for the Core Service (Inclusive of All Services)
- Table 3 – Price for Value Added Services
- Table 4 – Content for Learning Centre (Included in Table 2)
- Table 5 – Content for In-Cell Learning (For Information Only)
- Table 6 - Provision of IT Equipment for Learning Centres – One-Off Charge (Included in Table 1)
- Table 7 – PeoplePlus Group Limited Pricing Notes
- Table 8 – Added Value Incentives

TABLE 1 PRICE FOR IMPLEMENTATION PERIOD

[Redacted]

TABLE 2: PRICE FOR THE CORE SERVICE (INCLUSIVE OF ALL SERVICES)

		Year 1 (Fixed)		Year 2 (Fixed)	
		Price per Month (£)	Price per Annum (£)	Price per month (£)	Price per Annum (£)
1	HMP Barlinnie	[Prices per Establishment Redacted]		[Prices per Establishment Redacted]	
2	The Bella Centre				
3	HMP Castle Huntly				
4	HM Dumfries				
5	HMP Edinburgh				
6	HMP Glenochil				
7	HMP & YOI Grampian				
8	HMP Greenock				
9	HMP Inverness				
10	HMP Kilmarnock				
11	The Liliac Centre				
12	HMP Low Moss				
13	HMP Perth				
14	HMP & YOI Polmont				
15	HMP Shotts				
16	HMP YOI Stirling				
Total (£)					

Note on HMP Inverness and HMP Glasgow: SPS is developing plans to replace the current HMP Inverness with a new prison (HMP Highland) located close to / on the outskirts of Inverness (currently expected to be completed August 2026 with the opening shortly thereafter). The SPS's expectation is that the selected Supplier would transfer and continue to provide the Services within the new Establishment. This would be subject to development of the Annual Learning Plan for the Establishment. In addition, SPS is planning on replacing HMP Barlinnie with HMP Glasgow c.2028 and the same principle shall apply when required.

Pricing Notes: It should be noted that the above total cost per month/per annum shall remain fixed. However the per Establishment breakdown is subject to change once the full Employee Liability Information is shared with PeoplePlus Group Limited. Where a change is required, this shall be processed as part of a formal Contract Amendment prior to Go Live of the Contract.

TABLE 3: PRICE FOR VALUE ADDED SERVICES

	% VA Fee Applicable	Price (£) Year 1	Price (£) Year 2	% of Total Price from Table 2	Performance Points (Net Score)
Good Performance (Light Green)	20%			[Prices and % Redacted]	up to 399 points
Very Good Performance (Green)	40%				400 to 799 points
Excellent Performance (Dark Green)	60%				800 to 1099 points
Exceptional Performance (Gold)	100%				1100 points or above

TABLE 4: CONTENT FOR LEARNING CENTRE (INCLUDED IN TABLE 2)

[Redacted]

TABLE 5: CONTENT FOR IN-CELL LEARNING (FOR INFORMATION ONLY)

The Purchaser has not currently implemented in-cell services. Therefore, the following table is included for information only at the point of Contract Award and shall be instructed following implementation of in-cell services as determined by the Purchaser.

[Redacted]

TABLE 6: PROVISION OF IT EQUIPMENT FOR LEARNING CENTRES – ONE-OFF CHARGE (INCLUDED IN TABLE 1)

	Establishment	Year 1 Charge (£)	Summary of Equipment to be provided e.g. x no of PCs, Printer, etc
1	HMP Barlinnie	[Redacted]	29 end user devices, 5 high spec PC's, one switch, one server, one printer, firewall and engineer set up
2	The Bella Centre		8 end user devices, one switch, one server, one printer, firewall and engineer set up
3	HMP Castle Huntly		22 end user devices, one switch, one server, one printer, firewall and engineer set up
4	HM Dumfries		11 end user devices, one high spec PC, one switch, one server, one printer, firewall and engineer set up
5	HMP Edinburgh		41 end user devices, one switch, one server, one printer, firewall and engineer set up
6	HMP Glenochil		35 end user devices, 4 high spec PC's, one switch, one server, one printer, firewall and engineer set up
7	HMP & YOI		29 end user devices, one switch, one server, one printer, firewall and engineer set up
8	HMP Greenock		18 end user devices, 3 high spec PC's, one switch, one server, one printer, firewall and engineer set up
9	HMP Inverness		14 end user devices, one switch, one server, one printer, firewall and engineer set up
10	HMP Kilmarnock		25 end user devices, one switch, one server, one printer, firewall and engineer set up
11	The Liliac Centre		8 end user devices, one switch, one server, one printer, firewall and engineer set up
12	HMP Low Moss		27 end user devices, 5 high spec PC's, one switch, one server, one printer, firewall and engineer set up
13	HMP Perth		33 end user devices, one switch, one server, one printer, firewall and engineer set up
14	HMP & YOI Polmont		37 end user devices, one switch, one server, one printer, firewall and engineer set up
15	HMP Shotts		48 end user devices, 9 high spec PC's, one switch, one server, one printer, firewall and engineer set up
16	HMP YOI Stirling		25 end user devices, 3 high spec PC's, one switch, one server, one printer, firewall and engineer set up

***Note: Also includes 30 VR headsets to share between prisons**

IT infrastructure.

The Purchaser has detailed the current provision of IT Equipment within Part 3 of Schedule B (Purchaser Background Information).

The Purchaser's expectation is that the current level of IT infrastructure would be maintained or enhanced by the Supplier to enable it to deliver the Services within each of the Establishments during the Contract Term. The Supplier may vary the quantity of IT infrastructure provided to the Purchaser e.g. where it can organise IT learning more effectively with less, but better, IT infrastructure, or where it wishes to increase IT learning opportunities into other areas of the Establishment. Any changes in the quantity of IT infrastructure should be agreed with the Purchaser's representative within each of the Establishments as part of the process of agreeing the local Annual Learning Plan for each Establishment.

TABLE 7: PEOPLEPLUS GROUP LIMITED PRICING NOTES:

[Redacted]

TABLE 8: ADDED VALUE INCENTIVES (FOR INFORMATION ONLY)

The following added value incentives were offered by the Supplier as part of their tender proposal. They are included for information only and may be discussed/implemented if requested by the Purchaser.

[Redacted]

End of Schedule C

This is Schedule D referred to in the foregoing Contract number SPS-02053 between the Scottish Ministers and PeoplePlus Group Limited

SUPPLIER 'S PROPOSAL

The documents included in this Schedule D formed part of the proposal submitted by PeoplePlus Group Limited. They form part of this Contract and are included on the attached embedded file titled "SPS-02053 D&L Schedule D'.

[Proposal Documents - Redacted]

Compliance

- Part 1 of Schedule D – Fair Work
- Part 2 of Schedule D – Data Protection and GDPR

Compliance with Service Requirements/Strategic Approach

- Part 3 of Schedule D – Contract Scope
- Part 4 of Schedule D – Strategic Approach

Key Deliverables

- Part 5 of Schedule D - Annual Learning Plans
- Part 6 of Schedule D – Screening
- Part 7 of Schedule D – PDLP/ePortfolio
- Part 8 of Schedule D – Prospectus, Curricula & Qualifications
- Part 9 of Schedule D – Tailored Partnership Programmes
- Part 10 of Schedule D – Pre-Release

Digital

- Part 11 of Schedule D - Digital Solution
- Part 12 of Schedule D - Digital effectiveness and Efficiency

Service Delivery

- Part 13 of Schedule D - Hours of Operation/Scheduling
- Part 14 of Schedule D - Engagement
- Part 15 of Schedule D - Peer Mentors

Staff & Resource Management

- Part 16 of Schedule D – Suppliers Staff/Flexible Resourcing/ Maintaining Competency
- Part 17 of Schedule D – Qualifications

Equality & Diversity

- Part 18 of Schedule D – Equality & Diversity & Human Rights

Performance & Contract Management

- Part 19 of Schedule D – Contract Manager
- Part 20 of Schedule D – Contract Monitoring
- Part 21 of Schedule D – Management Information
- Part 22 of Schedule D – Quality Assurance and Service Improvement
- Part 23 of Schedule D – Additional Added Value (For Information Only)

Implementation & Exit

- Part 24 of Schedule D – Service Implementation and Service Exit

Sustainable Procurement Duty

- Part 25 of Schedule D – Sustainable Procurement Duty – Community Benefits

End of Document