Probation Programme

Market Engagement Event – Commercial Strategy, Part 1
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- MoJ is not liable for any costs incurred by anyone who chooses to participate in this ME;
- may choose and/or be obliged to disclose information submitted to it as part of this ME; in particular please note MoJ is subject to the Freedom of Information Act 2000 (as amended) and the Public Contracts Regulations 2015 (as amended);
- makes no guarantee, representation nor warranty (express or implied) with respect to any information disclosed as part of this ME;
- MoJ shall not be liable for any loss or damage arising as a result of reliance on information disclosed as part of this ME and/or from any participation in the ME; and
- is not committed to any course of action as a result of this ME.
Introduction

• We are continuing to review the scope of the services under this procurement and we can confirm that as a minimum the Innovation Partner in each region will be responsible for delivering Unpaid Work (including up to 20% of ETE provision) and Accredited Programmes such as Building Better Relationships and Thinking Skills Programmes.

• In the meantime, we are also progressing our commercial strategy. Today is the first of two commercial strategy days, the second will be scheduled in early August.

• Today we will not be able to:
  • discuss our final position on:
    1. Market share cap
    2. Evaluation questions and weighting
  • Confirm:
    1. Contract values
    2. Minimum capital requirements
    3. Value for financial guarantees
## Agenda

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<td>Welcome &amp; Introduction</td>
<td>Margherita Bassanese</td>
<td>10:15-10:30</td>
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<td>Detailed Procurement Process</td>
<td>Claire Broughton</td>
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<td>Andreas Bickford</td>
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<td><strong>Break 12:15-12:35</strong></td>
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<td>Key Contract Terms</td>
<td>Lois Hart (Liability)</td>
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<td>Site Visits &amp; Data Room Update</td>
<td>Claire Broughton</td>
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<td>Closing Remarks</td>
<td>Margherita Bassanese</td>
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We are sharing the slides with everyone who attended and registered to the event.
What do we mean by Innovation Partner?

• Focus on the word ‘Partner’
• Three aims:
  1. Authority / provider relationship built on genuine partnership principles;
  2. Expectation that partners actively engage in improving quality and innovation in probation service delivery;
  3. A contractual model designed to enable effective partnering with the flexibility to enable the Authority to commission delivery partners to deliver other services that relate to the core delivery scope.

• Partnership principles:
  1. Aligned vision, culture and behaviours that support a rehabilitative culture;
  2. A commitment to work with and across multiple agencies and delivery partners;
  3. A true partnership ethos, with a joint vision and joint working to address any issues encountered by either party;
  4. Respect by the partners for the individual needs and accountabilities of each party; and
  5. A clear focus on innovation and continuous improvement in service delivery.
Procurement Process

Claire Broughton

10:30-11:00
**Detailed Procurement process**

- **Prior Information Notice (PIN)**
  - A Prior Information Notice (PIN) ref 2019/S 096-232055 was published on 16th May 2019.

- **Market Warming**
  - The Authority have conducted a series of market engagement events to outline the requirements and set out the commercial strategy to the market.

- **Contract Notice**
  - Contract Notice to launch competition is anticipated for **October 2019**.

- **Selection Qualification (SQ)**
  - The SQ phase will be modelled on the standard Selection Questionnaire (SQ) The SQ will include project specific questions and financial and economic standing criteria to assess the financial capacity of bidders and their long-term sustainability
  - Only bidders who meet the pre-qualification requirements will be invited to tender and submit their proposals.
  - Bidders will have **4 weeks** to complete SQ response and the Authority SQ evaluation will be completed in **4 weeks**.
Detailed Procurement process cont.

- All bidders who pass pre-qualification will secure a place on the Qualification List. The Qualification List is designed to provide a solution to address lot failure during the competition. In the instance of Lot Failure the Authority will lift the Market Share Cap for the failed lot(s) and will invite suppliers on the List who have the aggregate economic and financial standing to submit proposals via a mini-competition for the failed lot(s).

- Taking account of supplier feedback which was received at the Market Engagement Event on the 12th June the Authority timescale for Suppliers to submit their tenders has increased from 6 weeks to 8 weeks.

- Authority tender evaluation will be completed in 8 weeks.

- Should the Authority receive ten or more bids for any Lot, the Authority may down-select Bidders in the affected lot(s) and a maximum of ten bidders for each lot may be invited to participate in the Face to Face meetings.

- Bidders who are successful at ITT evaluation will be required to attend Face to Face meetings which will take place over a period of 6 weeks.
**Detailed Procurement process cont.**

- **BAFO/Final evaluation**
  - Bidders will be given 6 weeks to submit their best and final offer (BAFO) and Authority BAFO evaluation will be completed in 6 weeks to identify successful suppliers.

- **Award Announcement**
  - Letters will be issued to successful and unsuccessful bidders (following internal governance)

- **Standstill Period**
  - Standstill period. (10 days)

- **Contract signature**
  - Contract signature and commencement of mobilisation

- **Contingency Panel**
  - All suppliers who are successful throughout the competition and are awarded one or more lots will join a Contingency Panel. In the instance contract failure materialises in one or more lots post award (either during mobilisation or live operation) only the suppliers who have been awarded contracts will be able to bid for the failed lot(s).
Rules for lot allocation

• Lots will be allocated based on best quality and price score and we will start from the lot with the best quality and price score across all 12 lots.

• Suppliers can win lots up to the point they breach the market share cap (i.e. they reach the limit on volume of work that they can win) and/or the financial standing requirements which include both the minimum capital and the financial guarantee requirements.

• Supplier preference and proximity of lots will not be used for allocation of lots. However in exceptional circumstances (i.e. when a bidder scores the same quality/price score in 2 lots and can only win one of those lots), we will use proximity as a criteria if the bidder as already been awarded another lot and supplier preference if proximity does not apply.
1. Do you have any comments on the Qualification List which is designed to provide a potential solution to address lot failure during the competition and where?

2. What are your views on the Authority’s intention to down-select Bidders after ITT evaluation, taking a maximum of ten bidders, for each lot through to the Face to Face meetings?

3. Do you have any comments on the Contingency Panel, which will be used in the instance contract failure materialises post award (either during mobilisation or live operation)?

4. Do you have any further comments on the overall procurement timeline?

5. What are your views on the Lot Allocation model which the Authority intends to adopt?
Pre-Qualification

Andreas Bickford

11:00-11:30
Pre-qualification: Technical Requirements

**SQ will include three technical questions:**

- Working with vulnerable cohorts
- Implementing and managing an innovative service
- Experience in mobilisation and transition of complex services

Contract examples do not have to be specific to criminal justice.

A bidder must demonstrate experience in all three areas to pass the pre-qualification.

**Three contract examples from the previous three years will be required – note the same three examples can be used to demonstrate all three criteria.**

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<th>Information only Questions</th>
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<td>Insurance</td>
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<td>Supply Chain</td>
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Financial Health Checks

• SQ will include an assessment of financial health of all members of bidding entity.

• We will also assess financial health of:
  - Their parent organisations
  - Their significant sub-contractors

Ratios to be assessed include:
• Net Tangible Assets;
• Net Debt to EBITDA;
• Interest Cover;
• Acid Test;
• Free Cashflow to Net Debt; and
• Net Pensions position

Supplementary information will be accepted
### Pre-qualification: Financial Requirements (New Slide Containing Ratios not presented on 9th July)

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<td>Net Debt to Earnings Before Interest Tax</td>
<td>(Short Term + Long Term Debt - Cash &amp; Equivalents)/EBITDA</td>
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<td>Tax Depreciation Amortisation (EBITDA)</td>
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<td>&lt;1 Green</td>
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<td>Interest Cover</td>
<td>EBIT / Net Finance Costs</td>
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<td>&gt; 1 to &lt;=2 Amber</td>
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<td></td>
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<td>&gt;2 Green</td>
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<td>Acid Test Ratio</td>
<td>(Current Asset-Stock)/Current Liabilities</td>
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<td>&gt; 1 to &lt;=1.5 Amber</td>
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<td>&gt;1.5 Green</td>
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<tr>
<td>Free Cashflow to Net Debt Ratio</td>
<td>(Cashflow from Operating Activities – Capital Expenditure)/ Net Debt</td>
<td>&lt;=7.5% Red</td>
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<td>&gt; 7.5% to &lt;=15% Amber</td>
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<td>&gt;15% Green</td>
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<td>Net Pensions position</td>
<td>Pension Assets - Pension Liabilities</td>
<td>Red &lt;= 0</td>
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<td>Green &gt;0</td>
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Pre-qualification: requirements for consortia

- **All members of bidding entity** to complete part 1 (potential provider information) & Part 2 (mandatory & discretionary exclusion grounds).

- Lead consortia member completes Part 3 (Technical capability) section whilst highlighting who in entity brings experience. This extends to:
  - Affiliates
  - Associates
  - Significant subcontractors

- **Newly formed consortia/groups**

- **Significant Subcontractor definition**
  - “A sub-contractor will be deemed to be a ‘Significant’ subcontractor for this purpose, where they will play a key role in delivering the front-line services under any ensuing contract or their withdrawal would be detrimental to the delivery of the services.”
Minimum Capital Requirements

• The minimum capital requirements will be set at approximately 20-40% of annual contract value.

• In order to pass SQ bidders will need to meet the minimum capital requirements for the smallest lot.

*Any % in this slide are indicative and are subject to further analysis and governance*
Questions for roundtable discussion

1. What do you think about the technical capability questions?
   • Working with vulnerable cohorts
   • Implementing and managing an innovative service
   • Experience in mobilisation and transition of complex services

2. Do you have any comments on the financial health checks and who they apply to?

3. Do you have any comment with the consortia rules, esp. the definition of a significant subcontractor?

4. What is your view on the Minimum Capital Requirements?
Principles of Evaluation

We will use a price and quality evaluation and the Price per Quality Point (PQP) as the evaluation methodology.

The PQP will be calculated to four decimal places (applying standard rounding rules) by dividing the Contract Price by the Quality Score as illustrated below:

\[
\text{CONTRACT PRICE} / \text{QUALITY SCORE} = \text{PRICE PER QUALITY POINT}
\]

The lower the PQP, the better value for money the bid. The bid with the lowest PQP represents the most economically advantageous tender.
Principles of Evaluation: Feasibility checks

- We will test costing assumptions within bid responses to ensure that resource estimates and therefore costs are feasible to deliver the service required and consistent with the quality response.
- We are currently considering how best to ensure feasibility and consistency of bid submissions. We would welcome your thoughts on how best to do this.
- Feasibility checks could be by question or service or for the whole bid scored and they could be either pass/fail, scored or a risk-based multiplier.
Principles of Evaluation - Price

- The Authority will provide volume bands for each service element
- Back office will only have two volume bands
- Mobilisation, transition and transformation will not be volume-banded, though will be split by time period e.g. pre-contract start, year one etc
- Bidders will provide input target costs for each relevant cost category for every volume band of every service element, using the financial response template (FRT)
- Bidders will submit a target profit percentage to be applied to all elements and volume bands equally to give a target price
- The financial response template will then take the input resources and costs to generate a target price (bid cost estimate + target profit), so that we can be certain that target prices are based correctly on the level of resources required
- The price to be evaluated will be a sum of all the target prices across the full range of elements and volume bands
Principles of Evaluation – Price

• To prevent Bidders bidding at an unaffordable level, we will provide a maximum **target cost (not price)**
• To discourage low-price and low quality bids, we will also provide a minimum target cost
• We are still considering exactly how this will work, but it is likely that the cap and collar will only be provided at the total target cost level for a specific volume level for each element
• Although other volume levels will not have a cap and collar, we expect that the same resourcing assumptions would be used throughout the bid
Allowable Assumptions

- We will allow a limited number of allowable assumptions at bid stage and the Authority might define some core ones which could apply to all bids.

- If the Authority accepts the contractor-led allowable assumptions, these will cause the price to be adjusted (in pre-defined ways) if the assumptions turned out not to be correct.

- Allowable assumptions will only apply for the first 12 months after contract signature.

- The Authority will consider applying contractor-proposed allowable assumptions to all contracts if these apply regardless of the operating model chosen by the bidder.

- The Authority-proposed allowable assumptions or true-up mechanism might cover (to de minimis amounts):
  - Information on staff is correct as per the data room;
  - Rental costs of properties that transfer to suppliers is correct as per the data room;
  - The asset register is correct;
  - The target cost will be adjusted for any changes to LGPS or other inherited pension scheme contribution rates;
  - The target cost will be adjusted for any staff changes between BAFO and go-live.

- The financial impact of any accepted contractor-proposed allowable assumptions will be taken into consideration in the financial evaluation of bids.
Principles of Evaluation: Social Value

• As per Cabinet Office guidelines, Social Value commitment should not be costed by Bidders and it is meant to be incorporated in addition to the delivery of services.

• Some examples of Social Value commitments could include supporting the growth of:
  ➢ Growth & development of the sector (providing advice & support to local VCSEs & SMEs)
  ➢ Contributing to cohesive communities (volunteering programmes, resourcing for this)
  ➢ Environmental (clean and green spaces, pollution reduction)
  ➢ Supporting the diversification of the workforce (people being hired to represent service users, from diverse background – including those with previous criminal convictions)

• We are currently selecting the social value criteria and drafting the questions which will be weighted as part of the selection process.

• Social Value commitments will become contractually binding and progress will be monitored during the term of the contract.
Questions for roundtable discussion

• Do you have any comment on feasibility checks? Do you have any experience of feasibility checks that work without becoming too onerous to implement for bidders and the Authority?

• What are your thoughts about the price evaluation and cap and collar?

• Allowable assumptions - do you have any comment on the proposal? Would you prefer to set and price your allowable assumptions or let the Authority to set them for you?
Break

12:15-12:35
Contract Terms: Liability and Intellectual Property Rights (IPR)

Lois Hart & Jonathan Bowdery

12:35-13:35
Model Services Template

- We are using the Crown Commercial Services, Model Services Contract as the starting point.

- The MSC has been drafted for outsourcing contracts, particularly ICT related.

- The MSC can be found at the following link: https://www.gov.uk/government/publications/model-services-contract

- Overall, we will adapt the standard MSC position on key contract terms, however we might consider some deviations.
SECTION G – Liability

CLAUSE 25 LIMITATIONS OF LIABILITY

UNLIMITED LIABILITY:

• Unlimited liabilities (clauses 25.1 –25.3) as per Model Services Contract

FINANCIAL AND OTHER LIMITS:

• 25.4 (a) The Supplier’s aggregate liability in respect of loss of or damage to the Authority Premises or other property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority's Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million

• 25.4 (b) For loss or damage of Authority’ Data the liability is considering setting an unlimited cap to cover potential GDPR liabilities due to the nature of the data for these services.

• 25.4 (c) There will not be Service Credits Cap
As per Model Services Contract, **Supplier’s aggregate liability** in respect of all other Losses incurred by the Authority under or in connection with the contract, as a result of Defaults by the Supplier shall in no event exceed:

(i) in relation to Defaults occurring in the first Contract Year, an amount equal to [150%] of the Estimated Year 1 Charges;

(ii) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to [150%] of the Charges paid and/or due to be paid to the Supplier under this Agreement in the Contract Year immediately preceding the occurrence of the Default; and

(iii) in relation to Defaults occurring after the end of the Term, an amount equal to [150%] of the Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term,

provided that where any Losses referred to in this Clause 25.4(d) have been incurred by the Authority as a result of the Supplier’s abandonment of this Agreement or the Supplier’s wilful default, wilful breach of a fundamental term of this Agreement or wilful repudiatory breach of this Agreement, the references in such Clause to [150%] shall be deemed to be references to [200%].
the **Authority's total aggregate liability** in respect of all Losses incurred by the Supplier under or in connection with this Agreement as a result of early termination of this Agreement by the Authority pursuant to Clause 33.1(a) (Termination by the Authority) or by the Supplier pursuant to Clause 33.3 (a) (Termination by the Supplier) shall in no event exceed the following amounts:

(i) in relation to the Unrecovered Payment, the amount set out in Paragraph 4 of Schedule 7.2 (Payments on Termination);

(ii) in relation to the Breakage Costs Payment, the amount set out in Paragraph 3.2 of Schedule 7.2 (Payments on Termination); and

(iii) in relation to the Compensation Payment, the amount set out in Paragraph 6 of Schedule 7.2 (Payments on Termination); and
b) the **Authority's aggregate liability** in respect of all Losses incurred by the Supplier under or in connection with this Agreement as a result of Defaults of the Authority shall in no event exceed:

(i) in relation to Defaults occurring in the first Contract Year, an amount equal to the Estimated Year 1 Charges;

(ii) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to the total Charges paid and/or due to be paid under this Agreement in the Contract Year immediately preceding the occurrence of the Default; and

(iii) in relation to Defaults occurring after the end of the Term, an amount equal to the total Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Term.
SECTION F - INTELLECTUAL PROPERTY

• A licensing (not ownership) model

• IP will be made available to Authority supply base and wider public sector to enable wider use and development of project-specific IP, drive efficiencies and to encourage collaboration

• IPR register and technical library set up by the Authority;
  • IPR register for recording all IP used and created in the delivery of services

  • Technical library is a controlled and secure area where all IPR documentation is stored (code, diagrams etc) and will include a “closed” escrow for non-dependant pre-existing IPRs (i.e. Background and Third Party IP) to be released only on insolvency/incapacity of an innovation partner.

  • The deposit and accuracy of submissions is the responsibility of the party making the submission. Before using Background and Third Party IPs, suppliers will need to seek consent from the Authority.

• Further development of project-specific IP recorded on IPR register and stored in the technical library to enable the cycle of development to continue and with benefits to be shared across providers.
Types of IP that may exist under the contracts

- Authority systems
- Authority background IPR
- Authority Data
- Specially written software
- Supplier background IPR
- Supplier software
- Project specific IPR/Collaboration IPR
- 3rd party IPR

Subject to change as under Authority review
Licences granted by the Authority

The Authority will grant the Innovation Partners:

• A licence to use Authority Systems (CMS, Interventions, Risk management)

• A licence to download, use and manipulate Authority data

• A licence to use (deliver) existing Accredited Programmes

• A licence to develop existing and new programmes (creating Project specific IPR)

• In the future as Authority systems are replaced by digital services innovation partners will be granted a licence to use the new services

• All licences solely for the purposes of providing probation services under the innovation contracts ending on exit/expiry
Licences granted by the supplier

- Project specific IPRs’, Specially written software, background and third party IPRs are to be licenced to all Innovation partners the Authority supply base and the UK public sector on the basis below
- Project specific IPRs and specially written software
  - Exclusive in the UK public sector
  - Non-exclusive outside the UK public sector (enabling the licensor to exploit in the UK private sector and outside of the UK)
  - The licensor and licensee to use and develop the project specific IPRs (eg innovation partner 2 could further develop the IP developed by innovation partner 1)
  - To use the specially written software for any purpose
- Background IPRs/Third party IPRs/software licences
  - The licensee to use the dependant background and third party IPRs, too use, exploit and develop the project specific IPRs (this will enable innovation partners to use any project specific IPRs that contain/are dependant on background/3rd party IPR).
- Licences over the term of the innovation partner contacts and in perpetuity
- Right to sub-licence to innovation partners and wider public sector
- Right to sub-licence project specific and dependant background IPRs to innovation partners and wider public sector solely for the purposes of the probation services
- Supplier software – licence for Authority to use for the term of the agreement
Licences granted by the supplier

- Project specific IP, Specially written software, background and third party IPRs are to be licenced to all Innovation partners the Authority supply base] and the UK public sector on the basis below

- Project specific IP and specially written software
  - Exclusive in the UK public sector
  - Non-exclusive outside the UK public sector (enabling the licensor to exploit in the UK private sector and outside of the UK)
  - The licensor and licensee to use and develop the project specific IPRs (e.g., innovation partner 2 could further develop the IP developed by innovation partner 1)
  - To use the specially written software for any purpose

  - Background IP/Third party IP/software licences
    - The licensee to use the dependant background and third party IPRs, too use, exploit and develop the project specific IPRs (this will enable innovation partners to use any project specific IPRs that contain/are dependant on background/3rd party IPR).
    - Licences over the term of the innovation partner contacts and in perpetuity
    - Right to sub-licence to innovation partners and wider public sector

- Right to sub-licence project specific and dependant background IPRs to innovation partners and wider public sector solely for the purposes of the probation services

- Supplier software – licence for Authority to use for the term of the agreement
Other principles...

Sub contractors
• Terms of licences to be flowed down to sub-contractors

IPR Infringement
• Each Innovation partner is responsible for the use of its own IPRs
• Innovation partner will indemnify the Authority, Innovation partners and sub-licensees for IPR infringement for use of its IPRs if used in accordance with the agreement

Insolvency of Innovation partner
• Project specific IPRs, probation improvement processes, specially written software transfer to Authority. Licence of these IPRs continues until such time as they transfer
• IPRs owned by solvent sub-contractors to be licensed directly to Authority
• Dependent background and third party IPRs licences unaffected and continue in perpetuity
• Licences of Authority IP cease when exit completed
• Non-dependant background and third party IPRs and software licensed to facilitate exit/replacement services.
## Principles for discussion - Licence summary

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<th>Licences granted by the Authority</th>
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<td><strong>Licence term</strong></td>
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Subject to change as under Authority review.
Worked examples - Innovation partner develops a simple application to facilitate unpaid work

- Innovation partner develops a simple application (a project specific IPR) to facilitate unpaid work which contains both background and third party IPR and using Authority data from Authority systems
- Project specific IPR is recorded in IPR register and IPR (Diagrams, code etc) are stored in project specific IPR area of technical library
- Background and third party IPRs are recorded in IPR register and IPR is stored in a restricted area of technical library
- Licence(s) are granted for the development in question and dependant background/third party IPRs (between IP and Authority)
- Other Innovation partners and wider public sector have access to:
  - project specific IPR in technical library
  - use of dependant background and third party IPRs and request access to those IPRs if they propose to further develop the project specific IP
- In the event another innovation partner further develops the project specific IPR
  - the updated IPR is recorded on IPR register
  - IPR stored in technical library
Worked examples - Innovation partner develops a new intervention

• Innovation partner develops a new programme (e.g. to improve service users financial skills) which become a project specific IPR
• Programme uses research from academia some of which is licenced to Innovation partner (3rd party IPR). Supplier must get written consent from the Authority before using the third party IP.
• Programme IPR is recorded on IPR register and IPR is stored in technical library
• Third party IPRs are recorded in IPR register and IPR is stored in a restricted area of technical library
• Licence(s) are granted for the development in question and third party IPRs
• Other Innovation partners and wider licensees have access to project specific IPR in technical library and request access and use of background and third party IPRs if they propose to further develop the project specific IPR (subject to licence agreement)
• In the event the IP or wider licensees further develop the programme:
  o the updated IPR is recorded on IPR register
  o IPR stored in technical library
Questions for roundtable discussion

- Do you have any general comment on the caps proposed for liability?
- What do you think about setting an unlimited liability for loss or damage of Authority’s Data?
- What exceptions, if any, would you consider on the limits of liability proposed?
- What are the pros and cons of the licensing model proposed?
- How best can the Authority encourage innovation and development of improvements and collaboration between the Innovation partner?
- How can fair and equal development of contributions to the Technical Library from all IPs be encouraged?
- Do you have any immediate concern with the proposal? For example, does the idea of licensing project IP with other probation services supplier create any concern? Would this prevent innovation, or facilitate better collaboration between suppliers?
- Do you have any direct experience of recording IP as proposed. If so how did it work? What are the pros and cons of this approach?
Site Visits

Claire Broughton
13:35-14:00
Site Visits - Summary of feedback so far

Site visits could be organised for bidders before the formal launch of the procurement.

At the market event held on the 12th June, we asked suppliers who attended what they would like to get from site visits. This is what we heard:

- to gain insight into how IT systems and functional processes work in practice;
- to gain an understanding of local priorities;
- so new entrants can get a view of Accredited Programmes and Unpaid Work delivery;
- to confirm assets declared in the Data Room are suitable through practical questioning - talk to staff and management to assess quality;
- speaking to staff around challenges faced / what is working well and what isn’t;
- so new entrants can see systems and the potential MI capabilities;
Site Visits – What should be in scope for site visits?

The authority have considered the markets view on what they would hope to get from site visits and from the list presented earlier, our view would be:

**In Scope**
- presentation on Accredited Programme operations;
- presentation on Unpaid Work operations;
- walkthrough of Authority ICT systems journey;
- walkthrough of the Offenders Journey; and
- speaking with CRC staff around challenges faced / what is working well / what could be improved;
- speaking with offenders to get their view on services

**Out of scope**
- to confirm assets declared in the Data Room are suitable/assess quality;
- to check paperwork – licences, leases etc.
Site Visits: options

There are two potential delivery options available:

Option 1: multiple visits of current CRC operations related to Unpaid Work and Accredited Programmes (subject to further discussion and agreement with our incumbent suppliers).

OR

Option 2: One Authority-led event delivered off site in partnership with CRCs operational staff to answer questions from the market on the operational aspects of delivering Unpaid Work and Accredited Programmes.

The Authority is also considering a separate event on ICT systems and MI to help bidders understand how the Authority systems work.
1. What do you think on the proposal in scope for site visits?

2. Would your organisation be interested to undertake site visits?

3. What option (events run by CRCs or single Authority-led event) do you prefer and why?

4. Is there anything else you would like to get from site visits?
Please let us know your views on any of the questions, or any questions you have, at ProbationAPandUPW@justice.gov.uk

We will send the slides to everyone who registered and attended and upload them on our website page: https://consult.justice.gov.uk/hm-prisons-and-probation/strengthening-probation-building-confidence/

Next steps:

Market engagement:
• Late July, confirmation of services in scope (to be confirmed)
• Early August, commercial strategy part 2

Market Warming and OJEU contract notice:
• We will share the procurement and contract documents in early September and commence market warming in September to launch the competition in the autumn.