



CabinetOffice

**Cabinet Office,
Government People Group
Pay, Policy and Pensions**

- and –

BEAMAN'S LTD

**ANNEXES
relating to**

**THE PROVISION OF JEGS TRAINING SERVICES FOR GPG PAY,
POLICY AND PENSIONS**

CSR/197

Contents

Part A: Order Form

Annex 1: Terms and Conditions

Annex 2: Price Schedule

Annex 3: Statement of Requirements

Annex 4: Supplier Response – Not applicable

Annex 5: Clarifications – Not applicable

Annex 6: Additional Terms and Conditions

(GDPR)

Annex 7: Change Control Form

OFFICIAL
Contract Annexes - Services
The Provision of JEGS Practitioner Training Services for CO GPG
Pay, Policy and Pensions CSR/197

Part A - Order Form

Contract reference:	CSR/197
Contract title:	JEGS Practitioner Training Services
Contract description:	The Buyer requires the Supplier to provide a cross Civil Service Job Evaluation and Grading Support (JEGS) practitioner training service.
Start date:	10 th April 2025
Expiry date:	The expiry date for the contract will be 9 th April 2028.
Contract value:	The maximum contract value shall be £487,500.00 (ex VAT) including extension options.
From: The Buyer	GPG Pay, Policy and Pensions 4 Floor, 1 Horse Guards Road, London, SW1A 2HQ
To: The Supplier	Beaman's Ltd PO Box 2380 Watford WD18 1RH
Together: the 'Parties'	

OFFICIAL
Contract Annexes - Services
The Provision of JEGS Practitioner raining Services for CO GPG
Pay, Policy and Pensions CSR/197

Principle contact details

For the Buyer:	Title: Redacted under FOIA section 40, Personal Information Name: Redacted under FOIA section 40, Personal Information Email: Redacted under FOIA section 40, Personal Information
For the Supplier:	Title: Redacted under FOIA section 40, Personal Information Name: Redacted under FOIA section 40, Personal Information Email: Redacted under FOIA section 40, Personal Information

Contract term

Start date:	This Contract Starts on 10 th April 2025 and is valid for period of 3 years.
Extension period:	The Buyer reserves the option to extend the contract for two (2) periods of 1-year (+1+1) beyond the initial three (3) year term.

Payment

Invoicing/cost details to be provided direct to the Customer (Department or Agency requesting training) at course booking on the basis of the payment schedule (Annex 2). The Customer will provide the Supplier with a unique PO number. As the Supplier you must be in receipt of a valid PO Number before submitting an invoice to the Customer.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Department or Agency Manager). Non-compliant invoices will be returned, which may lead to a delay in payment.

OFFICIAL
Contract Annexes - Services
The Provision of JEGS Practitioner raining Services for CO GPG
Pay, Policy and Pensions CSR/197

Additional Clauses

The Buyer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check.

The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Contract terms and by signing below agree to be bound by this Contract.
- 1.3 This Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Contract and Order Form will supersede those of the Supplier Terms and Conditions.

Signed - via DocuSign
Supplier
<Supplier Sign Here>
Beamans Ltd
Date: 10/09/2024
Buyer

OFFICIAL
Contract Annexes - Services
The Provision of JEGS Practitioner raining Services for CO GPG
Pay, Policy and Pensions CSR/197

<Commercial Sign Here>

Cabinet Office

Date: 10/09/2024

ANNEX 1 – TERMS AND CONDITIONS

1. Interpretation

1.1 In this Agreement, the following words will have the following meanings:

“Agreement”	will mean these terms and conditions, the Specification, the Purchase order, and (if applicable) the Award Letter;
“Award Letter”	means the letter signed by the Customer which confirms the award of the contract and which may give details of the Services to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement;
“Charges”	means the charges for the Services as set out in the Purchase Order or Award Letter (as applicable);
“Crown”	means the government of the United Kingdom including, but not limited to, government ministers, government departments, government offices and government agencies;
“Customer”	means the Minister for the Cabinet Office;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of this Agreement as set out in the Purchase Order or Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	any persons specified as such in the Purchase Order or Award Letter (as the case may be), or otherwise notified by the Customer to the Supplier in writing;
“Party/Parties”	the Supplier and/or the Customer (as appropriate);
“Premises”	will mean have the meaning detailed in the Purchase Order or Award Letter (as applicable) or if such term is not defined it will be the address where the Services are provided;
“Purchase Order”	means the Customer’s order for Services which has a unique number, and details the Services to be supplied by the Supplier to the Customer in accordance with the terms of this Agreement;
“Relevant Convictions”	means a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or as otherwise advised by the Customer;
“Request for Information”	will have the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” will apply);
“Services”	means the services to be provided by the Supplier to the Customer under this Agreement as specified in the Specification, the Purchase Order or Award Letter (as applicable);

OFFICIAL
Contract Annexes - Services
The Provision of JEGS Practitioner raining Services for CO GPG
Pay, Policy and Pensions CSR/197

“Specification”	means any specification for the Services produced by the Supplier and agreed with the Customer; or supplied to the Supplier by the Customer including any specification contained in the Purchase Order or Award Letter and any documents referred to therein which set out the quantity, description, quality and price of the Services;
“Staff”	means all persons employed by the Supplier to perform its obligations under this Agreement together with the Supplier’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Agreement;
“Staff Vetting Procedures”	will mean the Customer’s procedures for the vetting of personnel as advised to the Supplier by the Customer;
“Term”	will mean the term set out in the Purchase Order or Award Letter unless extended or terminated earlier in accordance with the terms and conditions of this Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 where a capitalised word is not defined in this Agreement it will have the meaning given to it in the Purchase Order or Award Letter.

1.3 In this Agreement unless the context otherwise requires:

1.3.1 where the word ‘including’ is used in this Agreement, it will be understood as meaning ‘including without limitation’.

1.3.2 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

1.3.3 the headings to the clauses of this Agreement are for information only and do not affect the interpretation of this Agreement;

1.3.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;

where the word ‘including’ is used in this Agreement, it will be understood as meaning ‘including without limitation’.

2. Basis of Agreement

2.1 The Purchase Order constitutes an offer by the Customer to purchase Services from the Supplier in accordance with this Agreement.

2.2 The Agreement will be deemed to be accepted on the earlier of: (a) the Supplier signing the Award Letter or Purchase Order; or (b) any act by the Supplier consistent with fulfilling the Purchase Order.

3. Supply of Services

3.1 In consideration of the amounts due under this Agreement, the Supplier will, from the date set out in the Purchase Order or Award Letter; provide the Services to the Customer for the Term, in accordance with the terms and conditions with this Agreement.

3.2 In providing the Services, the Supplier will:

- 3.2.1 co-operate with the Customer in all matters relating to the Services, and comply with all the Customer's instructions;
- 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
- 3.2.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Agreement;
- 3.2.4 ensure that the Services will conform with all descriptions and specifications set out in the Specification;
- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and such other items as are required to provide the Services.
- 3.3 If the Supplier provides Services from the Customer's premises, on completion of the Services, or termination or expiry of this Agreement (whichever is the earlier) the Supplier will vacate the Customer's premises, remove his plant, equipment and unused materials and will clear away from these premises all rubbish arising out of the Services and leave the premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any Staff.
- 3.4 The Customer may inspect and examine the manner in which the Supplier supplies the Services, at the Premises, during normal business hours, on reasonable notice.

4. Representations and Warranties

- 4.1 The Supplier warrants that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this Agreement, and that this Agreement is executed by a duly authorised representative of the Supplier.

5. Variation of the Services

- 5.1 The Customer reserves the right to vary the Services required, should this at any time become necessary. In the event of any variation to the scope of the Services, the Charges will be subject to fair and reasonable adjustment to be agreed between the Customer and the Supplier.

6. Charges and Payment

- 6.1 The Charges for the Services will be as set out in the Purchase Order or Award Letter, and will be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Charges will include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2 The Supplier will invoice the Customer as specified in the Agreement. Each invoice will include such supporting information required by the Customer to verify the accuracy of the invoice including but not limited to the relevant Purchase Order number and a breakdown of the Services supplied in the invoice period.
- 6.3 In consideration of the supply of the Services by the Supplier, the Customer will pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order number. Payments may be withheld or reduced by the Customer in the event of unsatisfactory performance without prejudice to the Customer's other rights and remedies under this Agreement.
- 6.4 Where the Supplier enters into a sub-contract for the purpose of performing its

obligations under this Agreement, it will ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

- 6.5 All amounts stated are exclusive of VAT which will be charged at the prevailing rate. The Customer will, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable on the services supplied.
- 6.6 If there is a dispute as to the amount invoiced the Customer will pay the undisputed amount.
- 6.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer will pay the Supplier interest at a rate which will compensate for such loss as has been directly caused by the late payment. The interest rate will not be at a rate higher than the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Any disputed amounts will be resolved through the dispute resolution procedure detailed in clause 40.
- 6.8 The Supplier will not suspend the supply of the Services unless the Supplier is entitled to terminate this Agreement for a failure to pay undisputed sums in accordance with clause 15.2.

7. Recovery of Sums Due

- 7.1 If any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of this Agreement) under this Agreement, that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under this Agreement or under any other agreement or contract with the Customer or with any department, agency or authority of the Crown. The Supplier will not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

8. Property

- 8.1 If necessary, the Customer will provide the Supplier with reasonable access at reasonable times to their premises for the purpose of providing the Services.
- 8.2 All equipment, tools and vehicles brought onto the Premises will be at the Supplier's risk.
- 8.3 Any equipment provided by the Customer for the purpose of this Agreement will remain property of the Customer and will only be used for the purpose of carrying out this Agreement, and will be returned promptly to the Customer on expiry or termination of this Agreement.
- 8.4 The Supplier will reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by any Staff. Equipment supplied by the Customer will be deemed to be in a good condition when received by the Supplier unless the Customer is notified otherwise in writing within seven days.

9. Key Personnel

- 9.1 Any Key Personnel will not be released from supplying the Services without the Agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 9.2 Any replacements to the Key Personnel will be subject to the agreement of the Customer (not to be unreasonably withheld). Such replacements will be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

10. Inspection of premises

- 10.1 The Supplier is deemed to have inspected the Premises before submitting its tender so as to have understood the nature and extent of the Services to be carried out and is satisfied in relation to all matters connected with the performance of its obligations under this Agreement.

11. Insurance

- 11.1 The Supplier will affect and maintain (for the Term and for 1 year following the end of the Term), with a reputable insurance company, a policy or policies of insurance providing an adequate level of cover in respect of (i) all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Agreement; (ii) public liability insurance; and (iii) professional indemnity insurance (where appropriate).
- 11.2 The Supplier will give to the Customer, 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.
- 11.3 The insurance may be limited in respect of one claim (but not in any other respect) provided that any such limit will be at least £100K.

12. Intellectual Property Rights

- 12.1 All intellectual property rights in any materials (i) provided by the Customer to the Supplier for the purposes of this Agreement will remain the property of the Customer; and (ii) prepared by or for the Supplier solely for delivery of the Services under this Agreement, will vest in the Customer. If, and to the extent, that such materials do not vest automatically in the Customer, the Supplier hereby assigns (with full title guarantee and free from all third-party rights) all intellectual property rights in such materials to the Customer.
- 12.2 The Supplier hereby grants to the Customer a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any intellectual property rights that the Supplier owns, or has developed, prior to the Commencement Date of this Agreement and which the Customer reasonably requires in order to exercise its rights and take the benefit of this Agreement including the Services provided.
- 12.3 The Supplier will indemnify, and keep indemnified, the Customer in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier, its employees, agents or subcontractors.

13. Assignment and sub-contracting

- 13.1 The Supplier will not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of this Agreement or any part thereof. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier will be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 13.2 Where the Supplier enters into a sub-contract with a supplier or Supplier for the purpose

of performing its obligations under this Agreement, it will comply with clause 6.4.

13.3 Where the Customer has consented to the placing of sub-contracts copies of each sub-contract, will at the request of the Customer, be sent by the Supplier to the Customer as soon as is reasonably practicable.

13.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under this Agreement without the consent of the Supplier provided that such assignment, novation or disposal will not increase the burden of the Supplier's obligations under this Agreement.

14. Term

14.1 This Agreement will take effect on the 10th April 2025 and will expire on the 9th April 2028, unless it is otherwise terminated in accordance with the terms and conditions of this Agreement.

15. Termination

15.1 Without prejudice to any other right or remedy it might have, the Customer may terminate this Agreement by written notice to the Supplier with immediate effect if:

15.1.1 the Customer gives the Supplier 1 month's written notice, unless the Agreement is less than 3 months in duration in which case 2 weeks' notice will be given;

15.1.2 the Supplier is in material breach of any obligation which is not capable of remedy;

15.1.3 the Supplier repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

15.1.4 the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

15.1.5 the Supplier undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988; or

15.1.6 the Supplier becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 15.1.6) in consequence of debt in any jurisdiction.

15.2 The Supplier may terminate this Agreement if the Customer has not paid any undisputed amounts within 90 days of them falling due.

15.3 Termination or expiry of this Agreement will not affect the continuing rights under clauses 2, 3.2, 3.3, 8, 11, 16, 24, 25, 26, 30, 32, 38 and 40.

16. Consequences of termination/expiry

16.1 Upon termination or expiry of this Agreement, the Supplier will:

16.1.1 give all reasonable assistance to the incoming supplier of the Services.

16.1.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17. Variation

17.1 This Agreement cannot be varied except in writing signed by a duly authorised representative of both parties.

18. Prevention of Corruption

- 18.1 The Supplier will not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 If the Supplier, its Staff or anyone acting on the Supplier's behalf, engages in conduct prohibited by clauses 18.1, the Customer may:
- 18.2.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.2.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of those clauses.

19. Prevention of Fraud

- 19.1 The Supplier will take all reasonable steps, in accordance with good industry practice, to prevent fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.
- 19.2 The Supplier will notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 19.3 If the Supplier or its Staff commits fraud in relation to this or any other contract with the Crown (including the Customer) the Customer may:
- 19.3.3 terminate this Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 19.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

20. The Contracts (Rights of Third Parties) Act 1999

- 20.1 A person who is not a Party to the Agreement will have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties.

21. Health and Safety

- 21.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 21.2 While on the Customer's premises, the Supplier will comply with all health and safety measures.
- 21.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

21.4

22. Discrimination

- 22.1 The Supplier will not unlawfully discriminate within the meaning and scope of the Equality Act 2006, the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
- 22.2 The Supplier will take all reasonable steps to secure the observance of clause 22.1 by all Staff.

23. Environmental Requirements

- 23.1 The Supplier will provide the Services in accordance with the Customer's environmental policy.

24. Data Protection Act

- 24.1 The Supplier and all its Staff will comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 24.2 Notwithstanding the general obligation in clause 24.1, where the Supplier is processing Personal Data (as defined by the DPA) as a Data Processor for the Customer (as defined by the DPA) the Supplier will ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
- 24.2.1 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
- 24.2.2 promptly notify the Customer of:
- (a) any breach of the security measures to be put in place pursuant to this clause; and
 - (b) any request for personal data;
- 24.2.3 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

25. Information Assurance

- 25.1 When handling Customer data, the Supplier will ensure the security of the data is maintained in line with the protective marking given to that data by the Customer, and by adopting the appropriate elements of the Cabinet Office Security Policy Framework and supporting documents and any successors thereof as agreed with the Customer and set out in the Award Letter or Specification.
- 25.2 The Customer reserves the right to inspect the physical location of the data store or processing, back-up arrangements and review at appropriate intervals to be agreed with the Customer any information assurance processes and procedures in place.

26. Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989

- 26.1 The Supplier will comply with, and will ensure that its Staff comply with, the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) Section 182 of the Finance Act 1989.

26.2 In the event that the Supplier or its Staff fail to comply with this clause, the Customer reserves the right to terminate the Agreement by giving notice in writing to the Supplier.

27. Freedom of Information

27.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and will provide all necessary assistance to the Customer to enable it to comply with all Information disclosure obligations.

27.2 The Customer may request the Supplier to provide information in its possession in a specific form and the Supplier will respond within 5 working days.

27.3 The Customer has absolute discretion, notwithstanding any other provision in this Agreement, to determine whether Information is exempt from disclosure.

27.4 The Supplier should not respond to any Request for Information under the FOIA in respect of information held on behalf of the Customer. The Supplier will forward the Request to the Customer promptly and notify the applicant that the Customer will respond to the Request.

27.5 The Supplier acknowledges that (notwithstanding the provisions of this clause and the provisions of clause 33) the Customer may be obliged to disclose information concerning the Supplier or the Services in certain circumstances:

(a) without consulting the Supplier; or

(b) following consultation with the Supplier and having taken their views into account;

where clause 27.5(a) applies the Customer will, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

27.6 The Supplier will ensure that all Information relevant to this Agreement is retained for disclosure and if requested, permit the Customer to inspect it.

28. Publicity, Media and Official Enquiries

28.1 Without prejudice to the Customer's obligations under the FOIA, neither Party will make any press announcement or publicise this Agreement or any part thereof in any way, except with the prior written consent of the other Party.

28.2 Both Parties will take reasonable steps to ensure that their servants, employees, agents, sub-Suppliers, suppliers, professional advisors and consultants comply with clause 28.1.

29. Security

29.1 The Customer will be responsible for maintaining the security of their premises in accordance with its standard security requirements. While on the Customer's premises the Supplier will comply with all security requirements, and will ensure that all Staff comply with such requirements.

29.2 Where the Services are provided from the Suppliers premises, the Supplier will, at their own cost, comply with all security requirements specified by the Customer in writing.

30. Supplier's Staff

30.1 The Customer may, by giving written notice to the Supplier:

(a) refuse to admit onto, or withdraw permission to remain on, their premises to any member of the Staff or any person employed or engaged by any member of the Staff;

OFFICIAL
Contract Annexes - Services
The Provision of JEGS Practitioner Training Services for CO GPG
Pay, Policy and Pensions CSR/197

- (b) require that a person or Staff is not to become involved in, or is to be removed from involvement in the performance of, the Contract; and
- (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered.

- 30.2 The Supplier will comply with any clause 30.1 notice.
- 30.3 If requested, the Supplier will provide a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with this Agreement.
- 30.4 The Supplier's Staff will comply with any rules, regulations and requirements specified by the Customer.
- 30.5 If the Supplier fails to comply with clause 30.2 within 1 month of the date of the request and in the reasonable opinion of the Customer such failure may be prejudicial to the interests of the Crown then the Customer may terminate the Agreement, provided always that such termination will not prejudice or affect any right of action or remedy which will have accrued or will thereafter accrue to the Customer.
- 30.6 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Supplier has failed to comply with clause 30.2 will be final and conclusive.
- 30.7 The Supplier will comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Supplier confirms that all persons employed or engaged by the Supplier were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 30.8 The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Criminal Records Bureau check as per the Staff Vetting Procedures. The Supplier will ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check or through the Criminal Records Bureau check or otherwise) is employed or engaged in the provision of any part of the Services.

31. Audit

- 31.1 The Supplier will keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it, all expenditure reimbursed by the Customer, and all payments made by the Customer. The Supplier will on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

32. Transparency

- 32.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not confidential. The Customer will be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 32.2 Notwithstanding any other term of this Agreement, the Supplier hereby gives his consent for the Customer to publish the Agreement in its entirety, but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted, including from time to time agreed changes to the Agreement, to the general public.

32.3 **Confidentiality**

- 32.4 (Subject to clause 26 and 27) each Party will keep confidential and not disclose, and will procure that his employees and the employees of any sub-contractor keep confidential and do not disclose, any information of a confidential nature obtained by him (concerning the other Party) by reason of this Agreement except information which
- (a) is in the public domain otherwise than by reason of a breach of this provision;
 - (b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - (c) was in a Party's possession without restriction as to its disclosure prior to receiving such information from the other Party;
 - (d) is required to be disclosed by law (including under the FOIA and Environmental Information Regulations), or for the purposes of audit or regulatory requirements;
 - (e) is necessary for a Party to disclose for the purposes of the performing its obligations under this Agreement (but only to the extent it is necessary to do so);
 - (f) the other Party has given its specific express prior written consent can be disclosed;
 - (g) in the case of the Customer, disclosed to any other government department provided that such government department will comply with confidentiality provisions in respect of such disclosed information which are no less onerous than this clause.
- 32.5 The provisions of this clause will apply during the continuance of this Agreement and after its expiry or termination howsoever arising.

33. **Force Majeure**

- 33.1 Neither Party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party (those circumstances excluding any industrial action occurring within the Supplier's organisation).
- 33.2 The Party affected by such circumstances will promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.

34. **Entire agreement**

- 34.1 This Agreement contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this clause will exclude liability for fraud or fraudulent misrepresentation.

35. **Waiver**

- 35.1 Any waiver or relaxation either partly, or wholly of any of the conditions of the Agreement will be valid only if it is communicated to the other party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract will not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

36. Agency, partnership etc

- 36.1 This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

37. Remedies cumulative

- 37.1 Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of this Agreement (whether under this Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy will not be deemed an election of such remedy to the exclusion of other remedies.

38. Severance

- 38.1 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

39. Dispute Resolution

- 39.1 The parties will attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement. If the dispute cannot be resolved by the parties within a reasonable period, the dispute may, by agreement between the parties, be referred to a neutral adviser or mediator ("the Mediator") chosen by agreement between the parties. If they are unable to agree a Mediator or if the chosen Mediator is unable or unwilling to act either party will be able to apply an appropriate mediation provider to appoint a Mediator. Within 10 Working Days of appointing the Mediator, the parties will meet with the Mediator to agree a procedure for negotiations.
- 39.2 All negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings. The parties agree to be bound by any written agreement once signed by both parties. If the parties fail to appoint a Mediator, or fail to reach agreement within one month of the Mediator being appointed, either party may exercise any remedy that it has under this Agreement.

40. Notices

- 40.1 Any notice to be given under this Agreement will be in writing and will be sent by first class mail or air mail, or by facsimile or e-mail (confirmed by first class mail or air mail), to the address of the relevant Party set out in the Purchase Order or Award Letter, or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause.
- 40.2 Notices sent as above will be deemed effectively given on the day when in ordinary course of the means of transmission, it would first be received by the addressee in normal business hours.

41. Governing Law and Jurisdiction

- 41.1 The validity, construction and performance of this Agreement, and all contractual and non-contractual matters arising out of it, will be governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex A – Pricing schedule

For the Avoidance of Doubt the Contract shall not exceed £487,500 including option(s) to extend

Cost Breakdown	Details	Open course Online per Delegate	Organisation Specific Course up to 6 Delegates
Tutor input	Direct Tutor input	Redacted under FOIA section 43, Commercial Interests	Redacted under FOIA section 43, Commercial Interests
Course administration	Direct course administration and support pre- and post-course (including in course support)	Redacted under FOIA section 43, Commercial Interests	Redacted under FOIA section 43, Commercial Interests
Course materials	Printing of all course related documentation; stationery, postage etc	Redacted under FOIA section 43, Commercial Interests	Redacted under FOIA section 43, Commercial Interests
Other costs	WillisTowersWatson license fee	Redacted under FOIA section 43, Commercial Interests	Redacted under FOIA section 43, Commercial Interests
	Ancillary tutor costs and management corporate overheads	Redacted under FOIA section 43, Commercial Interests	Redacted under FOIA section 43, Commercial Interests
Total (ex VAT)		Redacted under FOIA section 43, Commercial Interests	Redacted under FOIA section 43, Commercial Interests
Agreed offer price (ex VAT)		Redacted under FOIA section 43, Commercial Interests	Redacted under FOIA section 43, Commercial Interests

ANNEX 3 – STATEMENT OF REQUIREMENTS

1. PURPOSE

- 1.1 The potential provider, shall provide a cross Civil Service Job Evaluation and Grading Support (JEGS) practitioner training service. This training will support and enable Customers to effectively use the JEGS methodology to evaluate job roles below the Senior Civil Service (SCS) accurately, to determine work of equal value and maintain internal grading structures.
- 1.2 The provision of a JEGS practitioner training service enables Customers to ensure they have sufficient levels of trained employees to support processes to monitor and robustly defend grading decisions, these may include departmental restructuring, TUPE/COSoP transfers, Machinery of Government changes, equal pay or value claims and employment tribunals.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Government People Group (GPG), part of the Cabinet Office, works with departments, professions and functions to build a modern, effective Civil Service. It has responsibility for the Civil Service job evaluation policy across the UK Civil Service. This includes oversight for the application of Job Evaluation & Grading Support (JEGS) methodology and responsibility for the maintenance of the JEGS Handbook and JEGS Good Practice Guide.
- 2.2 The job evaluation policy guidance issued by GPG requires that all JEGS evaluations must be undertaken by a trained practitioner who has attended formal JEGS training.
- 2.3 Additionally, GPG provides an advisory consultancy support service to Central Government Bodies and facilitates a cross government network to support consistency of job evaluation outcomes across the Civil Service.
- 2.4 Central Government Bodies have delegated authority for the job evaluation process and they are responsible for managing their own grading structures and carrying out job evaluations as required supporting grading decisions.
- 2.5 GPG is the Contracting Authority for the JEGS training service Contract on behalf of Central Government Bodies who use the traditional Civil Service grading structures based on JEGS. This contract allows Central Government Bodies to purchase JEGS training for their employees.
- 2.6 The JEGS training service is only available to the Central Government Bodies employees within the UK Civil Service. The JEGS Handbook and supporting software is restricted by licence and before anyone can be involved in evaluating job roles they must undertake the formal two-day JEGS methodology training.

3. BACKGROUND OF REQUIREMENT / OVERVIEW OF REQUIREMENT

- 3.1 The Job Evaluation and Grading Support (JEGS) is the job evaluation methodology used by the majority of Central Government Bodies across the UK Civil Service. This is to evaluate job roles, support organisational improvements, grading reviews and maintenance of internal grading structures to enable grading decisions and outcomes.
- 3.2 JEGS is an analytical, points-based methodology, supported through cloud-based software. This was developed to recognise the characteristics, demands and challenges of administrative, technical and professional Civil Service job roles below the Senior Civil Service (SCS). JEGS underpins the traditional seven tier grading structures that apply across the Civil Service.
- 3.3 JEGS methodology was designed and developed for the Civil Service with Willis Towers Watson (WTW, formerly Towers Perrin). It was introduced to enable the alignment and consistent grading decisions across departments and to facilitate employee transfers. Application of the JEGS methodology is undertaken using both the JEGS Handbook and a bespoke software; WTW owns the Intellectual Property Rights (IPR) to both the JEGS Handbook and the software. To maintain the integrity of JEGS, WTW require Customers employees to have undertaken JEGS training before accessing and using the methodology and software.
- 3.4 The WTW JEGS software is licensed in two ways:
- A JEGS training licence must be purchased from WTW to enable any training provider to deliver JEGS training. JEGS training providers must be skilled and experienced in using the methodology and software. They must have written approval from WTW to deliver JEGS training and access the JEGS software-training platform.
 - A JEGS software licence must be purchased from WTW to enable the Customers to use the JEGS Handbook and access the software required to score the job role and produce the evaluation outcome. Access will only be approved by WTW for Customers employees who have undertaken the approved JEGS practitioner training.

4. DEFINITIONS

Expression or Acronym	Definition
JEGS	Job Evaluation and Grading Support – the job evaluation methodology used to evaluate administrative roles, those below SCS.
SCS	Senior Civil Servant – Deputy Director to Permanent Secretary
GPG	Government People Group, part of the Cabinet Office
Contracting Authorities (or Customer) Employees	Those employed and approved to undertake JEGS training and become JEGS practitioners, this may include Senior Business Managers, HR Practitioners, Job Evaluation leads, Pay and Grading leads and Trade Union representatives.

OFFICIAL
Contract Annexes - Services
The Provision of JEGS Practitioner raining Services for CO GPG
Pay, Policy and Pensions CSR/197

Central Government Bodies	Civil Service departments, agencies and other organisations that employ civil servants.
WTW	Willis Towers Watson
JAF	Job Analysis Forms
HMG	HM Government
ISO/IEC	International Organization for Standardisation - ISO International Standards ensure that products and services are safe, reliable and of good quality. International Electrotechnical Commission.

5. SCOPE OF REQUIREMENT

- 5.1 The Supplier shall provide a programme of open JEGS training courses to the Customers throughout the duration of the contract. The contract will run for three (3) years. GPG reserves the option to extend the contract for up to two (2) 12-month periods after the initial three-year contract.
- 5.2 The total contract (including the extension) shall not exceed five (5) years. This will include a review of the pricing element of the contract to ensure continuing value for money and the sustainability of the contract.
- 5.3 The JEGS training shall provide practitioners with the skills and knowledge to evaluate job roles using the JEGS methodology, ensuring Customers can meet the continuing demand for JEGS practitioners who are able to design, review and maintain internal grading structures and ensure work of equal value and effective grading decisions.
- 5.4 The Supplier shall provide the core requirements, which will include but not be limited to:
- Holding the requisite JEGS training license.
 - Deliver training through accessible and secure video conference facility, such as MS Teams. If necessary and as requested by the Customer, securing suitable accommodation to host and deliver classroom based JEGS practitioner training.
 - An annual programme of JEGS training delivery dates to be provided to the Authority.
 - Responsibility for all booking, invoicing arrangements with a specific Customers employee.
 - Printing and issue of core JEGS training materials owned by the Authority.
- 5.5 The Supplier shall deliver the JEGS training service in accordance with the following principles:
- The training shall be delivered in accordance with the Civil Service

JEGS policy as defined by the Authority.

- The training shall be available to specific Customers employees (outlined in section 4 definitions) or those defined by a specific Customer at order stage.
- The training shall be delivered using the appropriate methodology as defined within the JEGS Handbook and is copyright to WTW.
- The supplier shall not change or alter the JEGS methodology.

6. THE REQUIREMENT

6.1 The Supplier shall:

- Work directly with WTW ahead of the Contract commencement date to agree terms of use for the JEGS training licence throughout the duration of the JEGS training service Contract. (Willis Towers Watson, 51 Lime Street, London, England EC3M 7DQ).
- Provide written confirmation to the Authority, no later than one week after the contract commencement date to show they hold the requisite JEGS training licence purchased from WTW and can access the JEGS software- training platform, enabling delivery of training in the JEGS methodology.
- Commit to regular performance review meetings with the Authority throughout the life of the Contract as detailed in section 8.
- Delivery of JEGS training will be through accessible and secure video conferencing facility, such as MS Teams. The Supplier will ensure JEGS training service is available in person if required by Customer.

6.2 The Supplier shall:

- Provide the Authority with a schedule to include a minimum of 10 JEGS training course dates over a 12-month period upon Contract commencement and thereafter at the start of each 12-month period, if appropriate. Each training course shall have up to 6 attendees. Additional course(s) may be offered subject to demand.
- Ensure the JEGS training course is a maximum of 2 working days in duration (7.24 hours per day including lunch and breaks).
- Taking responsibility for all course enquires and booking arrangements. Facilitating course booking via email, telephone and responding to Customer requests within 3 working days to provide information on course availability. Invoicing arrangements and cancellation policy ahead of course booking will also be included.
- Should demand for an open course be for less than 4 Customer employees, then the Supplier may cancel an open course and offer an alternative

course date within two months. If a suitable date cannot be provided to the relevant Customer a full refund will be provided.

6.3 The Supplier shall provide video conference based JEGS training:

- Which will enable attendees to use the JEGS methodology to evaluate job roles and posts in their organisations.
- Ensuring a course ratio of 6 Customers' employees per one designated JEGS tutor.
- Provide access to WTW JEGS training software.
- Ensuring that all attendees are provided with a joining pack including any pre-course reading a minimum of two weeks in advance of the JEGS training delivery date. This shall include:
 - Joining instructions
 - Invoicing details
 - Course aims and objectives
 - Order of delivery
 - A hard copy and/or link to the JEGS Good Practice Guide
 - Copies of any job evaluation evidence i.e. Job Analysis Forms (JAF) and job description needed for preparation to support the practical exercises/case studies included in the course architecture

6.4 The JEGS training course architecture shall include but will not be limited to covering:

- The role of job evaluation.
- An explanation of the JEGS process and when it might be applicable, covering the JEGS Handbook and JEGS Good Practice Guide.
- An overview of Grading Guidance (job matching) and when it might be applicable.
- An awareness of job evaluation's role in relation to wider HR policy and appropriate legislation including the Equality Act 2010.
- The core JEGS factors and sub-factors and the use of these to evaluate job roles.
- How to access the JEGS software, input data, score and save job role

evaluations.

- The purpose of the JEGS software 'challenge' and 'what if' facilities.
- An awareness of the other software functions e.g. reporting functionality.
- An awareness of how JEGS can be adapted to fit business needs.
- A basic awareness of the interviewing techniques, and questioning skills required to obtain relevant job information to support a JEGS evaluation.
- An understanding of best practice in job evaluation, covering GPG's role, products and guidance available to support and maintain fair and consistent JEGS evaluation standards.
- Skills practice - as a minimum two practical job evaluation exercises to ensure attendees gain practical experience of how a job evaluation is undertaken. The skills practice should include:
 - evaluating each role relative to the "job weight" with supporting reasons (i.e. the criteria/factors used)
 - scoring and discussing the scoring outcomes, rationale and supporting evidence identified in the JAF.

6.5 The Supplier shall ensure that all JEGS tutors are trained in diversity and inclusion and the JEGS training complies with all discrimination legislation, including the Equality Act 2010 and Gender Recognition Act 2004.

6.6 The delivery of JEGS training shall be accessible to Customers employees through video conferencing facilities and shall include as a minimum:

- Provision of training material (JEGS Handbook) in accessible format upon request.
- Provision of documentation in alternative formats where required or upon request of the Authority or Customers. (Where this is required the Supplier will work with the Authority (GPG) or Customer to ensure they can meet the necessary requirements).
- Alternative booking arrangements to support Customers employees with hearing or speech difficulties.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Deliverable	Description	Timeframe or Delivery Date
-------------	-------------	----------------------------

OFFICIAL
Contract Annexes - Services
The Provision of JEGS Practitioner raining Services for CO GPG
Pay, Policy and Pensions CSR/197

1	Confirmation to the Authority (GPG) of purchase of the WTW JEGS training licence	By 31 March 2025
2	Provide initial 12-month programme of course dates to the Authority	By 31 March 2025
3	Review and redraft, as appropriate, attendee's evaluation questionnaire and agree with Authority	By 31 March 2025

8. MANAGEMENT INFORMATION/ REPORTING

8.1 The Supplier shall as a minimum:

- Review and redraft, as appropriate, an attendee evaluation questionnaire in agreement with the Authority.
- Participate in quarterly review meetings with the Authority to discuss contract performance and evaluation outcomes and at each meeting share thoughts on ways that the training might be improved.
- Provide the Authority with collated evaluation feedback from attendees trained on a quarterly basis in a format agreed with the Authority.
- Make available at the request of the Authority a copy of all individual attendee evaluation questionnaires.
- Provide quarterly spend data to the Authority including number of attendees and the Customer name of those on each course.
- At the Authority's request, facilitate attendance of the Authority's representatives at the training event to enable monitoring of contract performance.

9. VOLUMES

9.1 This Contract is open for use by Central Government, therefore the volume of requests for JEGS training cannot be guaranteed. However, there is an expectation that The Supplier shall provide a minimum of 10 open JEGS training events over a 12- month period throughout the life of the contract or as otherwise agreed with the Authority.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually strive for ways to improve the way in which the required JEGS training service is delivered throughout the duration of the Contract.
- 10.2 The Supplier shall present and discuss new ways of delivering JEGS training to the Authority during quarterly review meetings.
- 10.3 The Supplier shall bring any changes to the way in which JEGS training is to

be delivered to the Authority's attention and agree prior to any changes being implemented.

11. SUSTAINABILITY

11.1 There are no sustainability considerations directly linked to this Contract.

12. QUALITY

12.1 The Supplier shall provide secure solutions that comply with:

- ISO 9001 or agreed equivalent.
- HMG Baseline Personnel Security Standard.
- ISO 27001.

13. PRICE

13.1 The pricing schedule (**ANNEX A**) assumes the open course will be run with a ratio of five attendees over two days. Prices will be evaluated per attendee and per course rate.

14. STAFF AND CUSTOMER SERVICE

14.1 The Supplier shall provide a sufficient level of Tutor resource throughout the duration of the JEGS training services provided for the Contract in order to consistently deliver a quality service to the Authority and Customers employees.

14.2 The Supplier staff assigned to the provision of JEGS training services shall have relevant experience in delivering training in job evaluation using the JEGS methodology.

14.3 The Supplier shall ensure their staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Framework Agreement.

15. SERVICE LEVELS AND PERFORMANCE

15.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery	Contracting Authority employees will receive a response by email within 3 working days to all requests for JEGS course dates and availability of places on specific dates.	98%

OFFICIAL
Contract Annexes - Services
The Provision of JEGS Practitioner raining Services for CO GPG
Pay, Policy and Pensions CSR/197

2	Delivery	Contracting Authority employees will receive initial confirmation of their place on the course, and invoicing arrangements, by email within 3 working days after the booking has been made and notice that final confirmation will be given subject to receipt of a Purchase Order from the relevant Contracting Authority.	98%
3	Delivery	Contracting Authority employees to attend a JEGS training course within 3 months of their initial request being made.	95%
4	Service outcomes	Contracting Authority employees to attend a JEGS training course within 3 months of their initial request being made.	95%

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1 The Supplier shall ensure that their employees having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Suppliers shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all Provider employees having access to OFFICIAL-SENSITIVE information.

16.2 Further details and the full requirements of the BPSS can be found at the gov.uk website at:
<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

17. PAYMENT AND INVOICING

17.1 Once training requirements have been established and agreed the Customers should raise a purchase order for The Supplier. Payment should be made by the Customers following satisfactory delivery of JEGS Training.

17.2 All invoices should be submitted by The Supplier to the appropriate Customers using the approved process. Invoicing details will be provided at course booking. Cabinet Office will not be liable for any costs incurred by Customers, including failure to pay invoice for training agreed with and provided to Customers by The Supplier.

17.3 Each Customer is responsible for paying attendee costs for their employees. Should a Customer's employee no longer be able to attend the course they were booked on then depending on the period of notice provided to The Supplier the Customers will be liable for cancellation charges, at the following rates per attendee:

- Customer provides more than 10 calendar days' notice – 10% of cost of the training

- Customer provides more than 5 calendar days' notice but less than 10 – 50% of the cost of the training
- Customer provides less than 5 calendar days' notice – the full cost of the training must be paid.

18. CONTRACT MANAGEMENT

- 18.1 The information provided by The Supplier to the Contracting Authority under Section 8 above will form the basis of quarterly contract review meetings. The Authority will agree with The Supplier the date of the meetings in advance and, unless otherwise agreed, use teleconferencing facilities, such as MS Teams.
- 18.2 Attendance at Contract Review meetings shall be at the Supplier's own expense.

19. LOCATION

The location of the Services will be carried out remotely through accessible and secure video conference facility, such as MS Teams or as otherwise agreed with the Authority.

ANNEX 4 – SUPPLIERS RESPONSE – NOT APPLICABLE

ANNEX 5 – CLARIFICATIONS – NOT APPLICABLE

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

1. Data Protection

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 to this Schedule (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, 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 Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
 - (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event 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 Supplier Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Annex 1 (Processing Personal Data));

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (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 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 Customer or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier 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 Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.7, the Supplier shall notify the Customer immediately 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 Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (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 Supplier's obligation to notify under Clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Supplier shall provide the Customer 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 Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer 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; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.10 The Supplier shall designate a 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 Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;

- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.11 such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 1.12. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Supplier 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 Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.16 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.17 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, 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.
- 1.18 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
 - (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event 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 Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (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 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 Customer or as otherwise permitted by this Call Off Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier 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 Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.
- 1.19 Subject to Clause 1.21, the Supplier shall notify the Customer immediately 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 Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data processed under this Call Off Contract;
 - (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.
- 1.20 The Supplier's obligation to notify under Clause 1.19 shall include the provision of further information to the Customer in phases, as details become available.
- 1.21 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.19 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.22 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;

- (b) the Customer 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; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.23 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.24 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.25 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:
 - (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.25 such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 1.26 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.27 The Supplier 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 Call Off Contract).
- 1.28 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**Annex 1 –Processing Personal Data
Authorised Processing Template**

1. The contact details of the Customer's Data Protection Officer
are: Data Protection Officer: Redacted under FOIA Section 40,
Personal information
Cabinet Office
70 Whitehall
London
SW1A 2AS

Email: Redacted under FOIA section 40, Personal Information
2. The contract details of the Supplier Data Protection Officer

are: Data Protection Officer
Beaman's Ltd
PO Box 2380
Watford
WD181RH
Email: Redacted under FOIA section 40, Personal Information
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 Annex.

Contract Reference:	CSR/197
Date:	10/04/2025
Description of Authorised Processing	Details
Identity of the Controller and Processor	1.1 Customer as Controller The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is

OFFICIAL
Contract Annexes - Services
The Provision of JEGS Practitioner raining Services for CO GPG
Pay, Policy and Pensions CSR/197

	the Controller and the Supplier is the Processor in accordance with Clause 1.1.]
Subject matter of the processing	The subject matter relates to enquiries and arrangements for the supply of JEGS training to Contracting Authorities. In managing the contract, the supplier will provide feedback to the Contracting Authority from delegates on the training supplied.
Duration of the processing	Data will be processed to enable the supplier to provide JEGS training in accordance with the Statement of Requirements. The dates of the delivery of the training to be agreed with the Contracting Authority in accordance with the Statement of Requirements.
Nature and purposes of the processing	<p>The purpose of the processing is to respond to course enquiries and booking arrangements, facilitating course booking and invoicing via email and telephone.</p> <p>The supplier will also provide course attendees with a joining pack including: joining instructions and invoicing details, course aims and objective, order of delivery, hard copy and/or link to the JEGS Good Practice Guide and copies of any job evaluation evidence i.e. Job Analysis Form (JAF) and job role description to support the practical exercises included in the course architecture.</p>
Type of Personal Data	The type of personal data would be name, employer, office address, office email address and office telephone number.
Categories of Data Subject	The data subject will be Contracting Authorities employees and supplier's employees
	The data will be retained in accordance with Civil Service Human Resources (CSHR) Expert Services directorate privacy notice . It will be kept for 7 years and retention beyond this period will then be reviewed on an annual basis.

ANNEX 7 – CHANGE CONTROL FORMS

Contract Title:			
Contract Reference:		Contract Change Number:	
Date CCN issued:		Date Change Effective from:	
<p>1. The Contract is varied as follows:</p> <p style="margin-left: 20px;">1.1. Insert details of changes to the original contract.</p> <p>2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.</p> <p>3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.</p>			