

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: **ecm_7956**

THE BUYER: **Foreign Commonwealth & Development Office**

BUYER ADDRESS King Charles Street, London, SW1A 2AH

THE SUPPLIER: **The British Council**

SUPPLIER ADDRESS: 1 Redman Place, Stratford London E20 1JQ
registered)]

REGISTRATION NUMBER: incorporated by Royal Charter and registered as a
charity (under number 209131 in England & Wales
and number SC037733 in Scotland)

DUNS NUMBER: 227120391

DPS SUPPLIER REGISTRATION SERVICE ID: **N/A**

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 01/04/2023.
It's issued under the DPS Contract with the reference number RM6172 for the
provision of Chevening and Marshall Scholarships Administration services.

DPS FILTER CATEGORY(IES):
Education and Full Programme Delivery

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers
are missing, we are not using those schedules. If the documents conflict, the
following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special
Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6172**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6172**

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

- Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for **RM6172**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version) v1.0.1
5. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Special Terms 1 [FCDO Supply Partner Code of Conduct](#)

IMPLEMENTATION START DATE: 01 04 2023

IMPLEMENTATION END DATE: 31 08 2023

ORDER START DATE: 01 09 2023

ORDER EXPIRY DATE: 31 08 2027

ORDER INITIAL PERIOD: 2 Years, 0 Months

EXTENSION PROVISIONS: Two 1-year extensions may be awarded
(The total possible Contract term is 2 Years + 1 Year +1 Year)

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£4,163,074.74**

IMPLEMENTATION AND ORDER CHARGES

REDACTED

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment for the Mobilisation Costs included in the Order Schedule 5 will be made by the FCDO within 30 days of receiving a valid and agreed invoice from the Supplier. The invoice for all Mobilisation Costs will be submitted by the Supplier within 30 days from the Order Start Date.

Payments for both Administration Costs and Drawdown Costs will be made in advance as per the payment schedule included in Order Schedule 20:

- For Chevening - Section 12
- For Marshall - Section 9

BUYER'S INVOICE ADDRESS

FCDO Financial Management Group e-invoicing@FCDO.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

Deputy Director Education, Gender & Equality Directorate

REDACTED

Foreign, Commonwealth, and Development Office, King Charles Street, London, SW1A 2AH

BUYER'S ENVIRONMENTAL POLICY:

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

FCDO's Environmental Policy is at Annex D of Order Schedule 20

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

Director Education

REDACTED

The British Council, 1 Redman Place, London, E20 1JQ

SUPPLIER'S CONTRACT MANAGER

REDACTED

Global Programme Lead, Alumni and Outward Mobility, Higher Education & Science

REDACTED

The British Council, 1 Kingsway, Cardiff, CF10 3AQ, Wales

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

SERVICE PERIOD

Defined within Schedule 14

KEY STAFF

Refer to Order Schedule 7

KEY SUBCONTRACTOR(S)

Refer to Joint schedule 6

COMMERCIALLY SENSITIVE INFORMATION

Refer to Joint Schedule 4

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|--|---------------------------------|--|
| Signature: | | Signature: | |
| Name: | | Name: | |
| Role: | | Role: | |
| Date: | | Date: | |

Joint Schedule 1 (Definitions and Interpretation)



ecm_7956 DPS Joint
Schedule 1 - Definitio

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

| Contract Details | |
|--|--|
| This variation is between: | [delete] as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert] name of Supplier] ("the Supplier") |
| Contract name: | [insert] name of contract to be changed] ("the Contract") |
| Contract reference number: | [insert] contract reference number] |
| Details of Proposed Variation | |
| Variation initiated by: | [delete] as applicable: CCS/Buyer/Supplier] |
| Variation number: | [insert] variation number] |
| Date variation is raised: | [insert] date] |
| Proposed variation | |
| Reason for the variation: | [insert] reason] |
| An Impact Assessment shall be provided within: | [insert] number] days |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| Impact of Variation | | |
|--|--|--------------------|
| Likely impact of the proposed variation: | [Supplier to insert] assessment of impact] | |
| Outcome of Variation | | |
| Contract variation: | This Contract detailed above is varied as follows: <ul style="list-style-type: none">• [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] | |
| Financial variation: | Original Contract Value: | £ [insert] amount] |
| | Additional cost due to variation: | £ [insert] amount] |
| | New Contract value: | £ [insert] amount] |

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete] as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Order Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the DPS Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] one million pounds (£1,000,000);
 - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than one million pounds (£1,000,000); and
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)



ecm_7956 DPS Joint
Schedule 4 - Commer

Joint Schedule 5 (Corporate Social Responsibility)



ecm_7956 DPS Joint
Schedule 5 - Corporat

Joint Schedule 6 (Key Subcontractors)



ecm_7956 DPS Joint
Schedule 6 - Key Subc

Joint Schedule 7 (Financial Difficulties)



ecm_7956 DPS Joint
Schedule 7 - Financial

Joint Schedule 10 (Rectification Plan)

| Request for [Revised] Rectification Plan | | | |
|--|---|------------------|--|
| Details of the Default: | [Guidance: Explain the Default, with clear schedule and clause references as appropriate] | | |
| Deadline for receiving the [Revised] Rectification Plan: | [add] date (minimum 10 days from request) | | |
| Signed by [CCS/Buyer] : | | Date: | |
| Supplier [Revised] Rectification Plan | | | |
| Cause of the Default | [add] cause] | | |
| Anticipated impact assessment: | [add] impact] | | |
| Actual effect of Default: | [add] effect] | | |
| Steps to be taken to rectification: | Steps | Timescale | |
| | 1. | [date] | |
| | 2. | [date] | |
| | 3. | [date] | |
| | 4. | [date] | |
| | [...] | [date] | |
| Timescale for complete Rectification of Default | [X] Working Days | | |
| Steps taken to prevent recurrence of Default | Steps | Timescale | |
| | 1. | [date] | |
| | 2. | [date] | |
| | 3. | [date] | |
| | 4. | [date] | |
| | [...] | [date] | |

| | | | |
|---|--|-------|--|
| Signed by the Supplier: | | Date: | |
| Review of Rectification Plan [CCS/Buyer] | | | |
| Outcome of review | [Plan Accepted] [Plan Rejected] [Revised Plan Requested] | | |
| Reasons for Rejection (if applicable) | [add] reasons] | | |
| Signed by [CCS/Buyer] | | Date: | |

Joint Schedule 11 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
 - (a) "Controller" in respect of the other Party who is "Processor";
 - (b) "Processor" in respect of the other Party who is "Controller";
 - (c) "Joint Controller" with the other Party;
 - (d) "Independent Controller" of the Personal Data where there other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing 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.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the 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 Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract 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 the 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 Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 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 the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

- (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

1.1 The contact details of the Relevant Authority's Data Protection Officer are:

Data Protection Officer
Foreign, Commonwealth and Development Office
King Charles Street
London
SW1A 2AH
Email: data.protection@fcdo.gov.uk

1.2 The contact details of the Supplier's Data Protection Officer are:

REDACTED

The British Council,
Bridgewater House,
58 Whitworth Street,
Manchester M1 6BB

REDACTED

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Appendix A - Instructions from the Relevant Data Controller for the Chevening Scholarship

For the purposes of the Data Protection Legislation, the FCDO is the Relevant Data Controller and the British Council is the Processor in respect of Personal Data relating to the Chevening Scholarship. The Processor will only process personal data on behalf of the Controller as set out in this Appendix A unless required to do so by law in which case the Processor shall promptly notify the Relevant Data Controller before processing the Personal Data unless prohibited by law from doing so.

The Processor shall notify the Relevant Data Controller as soon as possible if it considers that any of the Relevant Data Controller's instructions infringe the Data Protection Legislation.

| Description | Details |
|---|---|
| Identity of Controller for each Category of Personal Data | The FCDO is the Relevant Data Controller and the British Council is Processor. |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | |
|---------------------------------------|--|
| Duration of processing | Term of the Contract, and in line with the FCDO's internal retention schedule. |
| Nature and purposes of the Processing | <p>The scope of Personal Data which may be Processed by the British Council is included within this table. The purpose of processing Personal Data is to market the programme to potential applicants; accept applications from applicants; ensure the safe and effective delivery of the programme to awardees; engage with alumni after they have left the programme; relationship management with universities and partners.</p> <p>The nature of the processing will include the following operations;</p> <ul style="list-style-type: none">• Collection, recording, organisation, storage, adaptation or alteration, retrieval, use, dissemination and contacting. <p>All to be processed in line with GDPR regulation.</p> <p>What will the data be used for?</p> <p>The purpose of the processing will include but not be limited to the following:</p> <ul style="list-style-type: none">• Communications and marketing• Assessment of applications• Transfer of funds (e.g. university fees, stipends)• Travel and visa arrangements• Safeguarding and welfare• Reporting, evaluation and continuous improvement• Performance assessment <p>Will the data be amended by the Processor?</p> <p>Where appropriate, data (e.g. contact details) will need to be amended, in order to be kept up to date. In some cases (e.g. impact reporting) data may be disaggregated or anonymised.</p> <p>Will the Processor need to destroy any data?</p> <p>No. The Processor will not need to delete any data, and any data involved will be returned to the authority once the contract period elapses.</p> |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | |
|-----------------------|---|
| Type of Personal Data | <p>The Types of Personal Data to be processed includes but is not limited to:</p> <p>Potential applicants</p> <ul style="list-style-type: none">• Personal details: Name• Contact details: Email address(es)• Other: marketing and communications preferences <p>Applicants</p> <ul style="list-style-type: none">• Personal details: Title/Name/DOB/Gender• Award info: Origin country• Contact details: Email address(es); phone numbers• Application details – free text which may identify their personal, professional or political interests / employment history / references <p>Awardees</p> <p>As above, plus:</p> <ul style="list-style-type: none">• Academic details: Subject studied/Educational institute• Identification details: passport number; passport photo; visa details• Financial documentation: bank details• Welfare: next of kin details; NHS number, medical assessments• Travel and accommodation details <p>Alumni</p> <ul style="list-style-type: none">• Personal details: Title/Name/DOB/Gender• Award info: Origin country/ Year studied (Chevening award year)• Contact details: Email address(es)• Employment details: Job title/Employer/Educational institute/Location• Academic details: Subject studied/Institution <p>Partners (corporate and HEIs)</p> <ul style="list-style-type: none">• Personal details: Title/Name• Contact details: Work email address(es)• Academic performance records <p>Additional data:</p> <ul style="list-style-type: none">• Social Media Platforms• Websites – including any personal data collected• Newsletter Mailing lists• E-mail addresses @chevening.org and e-mail records <p>List of existing systems and URL to which access will be provided to the British Council Personnel:</p> |
|-----------------------|---|

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | |
|---|--|
| | |
| Sensitive data transferred | <p>Includes:</p> <ul style="list-style-type: none">• Data concerning health - medical details of applicants/students• Welfare case notes of students – next of kin details; NHS number, medical assessments could include data concerning health, a natural person's sex life or sexual orientation• Racial or ethnic origins – revealed through any photographs provided• Political interests/opinions - Political interests is could inadvertently be included for the applicants as part of the free text area in the application form |
| Categories of Data Subject | Potential applicants, applicants, awardees, alumni, partners (corporate and HEIs). |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | To be retained for the length of the Contract and transferred back to the Authority as stated within the Contract Exit Plan (to be developed). |
| The Frequency of the transfer | The data will be transferred on a continual basis |
| Countries or International Organisations Personal Data will be transferred to | UK, USA, EEA and EU (Microsoft Data Centres). |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | |
|----------------------------------|--|
| How will information be shared ? | <p>For example, via e-mail encrypting any attachments in password protected 7-zip files with named individuals; via a secure sharing platform to be accessed by staff with only the proper access permissions and role profiles</p> <p>Received information will be stored on the British Council MS 365 SharePoint dedicated to this programme, and access will be granted only to those who require it in connection with their work and in relation to the Contract</p> |
| Sub-Processors | <p>Skotkonung Ltd, trading as MetricsLed</p> <p>Maria Cavanagh</p> |

Appendix B - Instructions from the Relevant Data Controller for the Marshall Scholarship

For the purposes of the Data Protection Legislation, Marshall Aid Commemoration Commission (MACC) is the Relevant Data Controller and the British Council is the Processor in respect of Personal Data relating to the Marshall Scholarship. The Processor will only process personal data on behalf of the Relevant Data Controller as set out in this Appendix B unless required to do so by law in which case the Processor shall promptly notify the Relevant Controller before processing the Personal Data unless prohibited by law from doing so.

The Processor shall notify the Relevant Data Controller as soon as possible if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

| Description | Details |
|---|--|
| Identity of Controller for each Category of Personal Data | MACC is the Relevant Data Controller and the British Council is Processor. |
| Duration of processing | Term of the Contract, and in line with MACC's internal retention schedule. |
| Nature and purposes of the Processing | <p>The scope of Personal data which may be Processed by the British Council is included within this table. The purpose of processing Personal data is to market the programme to potential applicants; accept applications from applicants; ensure the safe and effective delivery of the programme to awardees; engage with alumni after they have left the programme; relationship management with universities and partners.</p> <p>The nature of the processing will include the following operations;</p> |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | |
|-----------------------|---|
| | <ul style="list-style-type: none"> Collection, recording, organisation, storage, adaptation or alteration, retrieval, use, dissemination and contacting. <p>All to be processed in line with GDPR regulation.</p> <p>What will the data be used for?</p> <p>The purpose of the processing will include but not be limited to the following:</p> <ul style="list-style-type: none"> Communications and marketing Assessment of applications Transfer of funds (e.g. university fees, stipends) Travel and visa arrangements Safeguarding and welfare Reporting, evaluation and continuous improvement Performance assessment <p>Will the data be amended by the Processor?</p> <p>Where appropriate, data (e.g. contact details) will need to be amended, in order to be kept up to date. In some cases (e.g. impact reporting) data may be disaggregated or anonymised.</p> <p>Will the Processor need to destroy any data?</p> <p>No. The Processor will not need to delete any data, and any data involved will be returned to the authority once the contract period elapses.</p> |
| Type of Personal Data | <p>The Types of Personal Data to be processed includes but is not limited to:</p> <p>Potential applicants</p> <ul style="list-style-type: none"> Personal details: Name Contact details: Email address(es) Other: marketing and communications preferences <p>Applicants</p> <ul style="list-style-type: none"> Personal details: Title/Name/DOB/Gender Award info: Origin country Contact details: Email address(es); phone numbers Application details – free text which may identify their personal, professional or political interests / employment history / references <p>Awardees</p> <p>As above, plus:</p> <ul style="list-style-type: none"> Academic details: Subject studied/Educational institute Identification details: passport number; passport photo; visa details Financial documentation: bank details |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | |
|---|--|
| | <ul style="list-style-type: none"> Welfare: next of kin details; NHS number, medical assessments Travel and accommodation details <p>Alumni</p> <ul style="list-style-type: none"> Personal details: Title/Name/DOB/Gender Award info: Origin country/ Year studied (Marshall award year) Contact details: Email address(es) Employment details: Job title/Employer/Educational institute/Location Academic details: Subject studied/Institution <p>Partners (corporate and HEIs)</p> <ul style="list-style-type: none"> Personal details: Title/Name Contact details: Work email address(es) Academic performance records <p>Additional data:</p> <ul style="list-style-type: none"> Social Media Platforms Websites – including any personal data collected Newsletter Mailing lists E-mail addresses @marshallscholarship.org and e-mail records <p>List of existing systems and URL to which access will be provided to the British Council Personnel:</p> |
| Sensitive data transferred | <p>Includes:</p> <ul style="list-style-type: none"> Data concerning health - medical details Welfare case notes – next of kin details; NHS number, medical assessments could include data concerning health, a natural person's sex life or sexual orientation Racial or ethnic origins – revealed through any photographs provided Political interests/opinions - Political interests is could inadvertently be included for the applicants as part of the free text area in the application form |
| Categories of Data Subject | Potential applicants, applicants, awardees, alumni, partners |
| Plan for return and destruction of the data once the Processing is complete | To be retained for the length of the Contract and transferred back to the Authority as stated within the Contract Exit Plan (to be developed). |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | |
|--|--|
| UNLESS requirement under Union or Member State law to preserve that type of data | |
| The Frequency of the transfer | The data will be transferred on a continual basis |
| Countries or International Organisations Personal Data will be transferred to | UK, USA, EEA and EU (Microsoft Data Centres). |
| How will information be shared | <p>For example, via e-mail encrypting any attachments in password protected 7-zip files with named individuals; via a secure sharing platform to be accessed by staff with only the proper access permissions and role profiles</p> <p>Received information will be stored on the British Council MS 365 SharePoint dedicated to this programme, and access will be granted only to those who require it in connection with their work and in relation to the Contract</p> |
| Sub-Processors | <p>Skotkonung Ltd, trading as MetricsLed</p> <p>Maria Cavanagh</p> |

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

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

"Contracts Finder" the Government's publishing portal for public sector procurement opportunities;

"SME" an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;

"Supply Chain Information Report Template" the document at Annex 1 of this Schedule 12; and

"VCSE" a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

- 2.1 The Supplier shall:
- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
 - 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
 - 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
 - 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
 - 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the

Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:

- (a) the total contract revenue received directly on the Contract;
- (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
- (c) the total value of sub-contracted revenues to SMEs and VCSEs.

- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template

REDACTED

Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

| Title | Content | Format | Frequency |
|------------------------------------|--|--|-----------|
| Performance Report, including KPIs | Report on achievement of supplier and subcontractor performance including achievement against KPI's. | As agreed during contract mobilisation | Monthly |
| Annual Review Report | To support the Annual Contract Review process (ACR) this will include all aspects of supplier and sub-contractor performance and delivery including but not limited to: a) an Operational Plan; b) a Resource Plan; and c) a Quality Management/Continuous Improvement Plan. | As agreed during contract mobilisation | Annually |
| Major Subcontractors | Detailed list of suppliers within the supply chain. Governance arrangements for supply chain. | As agreed during contract mobilisation | Quarterly |
| Performance management | Plans detailing the improvement actions in place for the improvements of underperformance against the contract. | As agreed during contract mobilisation | Quarterly |

Order Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability" 1 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs

reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"

a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);

"Partial Termination"

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies;

| | |
|---|--|
| "Relevant Transfer Date" | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate; |
| "Supplier's Final Supplier Personnel List" | a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date; |
| "Supplier's Provisional Supplier Personnel List" | a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier; |
| "Staffing Information" | <p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none">(a) their ages, dates of commencement of employment or engagement, gender and place of work;(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;(c) the identity of the employer or relevant contracting Party;(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); |

| | |
|---|--|
| | (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; |
| | (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and |
| | (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations; |
| "Term" | the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract; |
| "Transferring Buyer Employees" | those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date; |
| "Transferring Former Supplier Employees" | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date. |

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Order Contract:

- [Part B (Staff Transfer At Start Date – Transfer From Former Supplier)]
- [Part D (Pensions)]
- Part E (Staff Transfer on Exit)

Part B: Staff transfer at the Start Date

Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations then:

2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;

2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or

2.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

The Supplier shall promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer

and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall comply with:

7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and

7.1.2 the provisions in Part D: Pensions.

Part D: Pensions

1. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

| | |
|------------------------------|---|
| "Actuary" | a Fellow of the Institute and Faculty of Actuaries; |
| "Admission Agreement" | means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires; |
| "Broadly Comparable" | <p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p> |
| "CSPA" | the schemes as defined in Annex D1 to this Part D; |
| "Fair Deal Employees" | <p>those:</p> <p>(a) Transferring Buyer Employees; and/or</p> <p>(b) Transferring Former Supplier Employees; and/or</p> <p>(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;</p> |

| | |
|----------------------------|--|
| | (d) where the Former Supplier becomes the Supplier those employees; who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer; |
| "Fair Deal Schemes" | means the relevant Statutory Scheme or a Broadly Comparable pension scheme; |
| "Fund Actuary" | means Fund Actuary as defined in Annex D3 to this Part D; |
| "LGPS" | the schemes as defined in Annex D3 to this Part D; |
| "NHSPS" | the schemes as defined in Annex D2 to this Part D; |
| "New Fair Deal" | the revised Fair Deal position set out in the HM Treasury guidance: " <i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i> " issued in October 2013 including: (a) any amendments to that document immediately prior to the Relevant Transfer Date; and (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and |
| "Statutory Schemes" | means the CSPA, NHSPS or LGPS. |

2. Supplier obligations to participate in the pension schemes

2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

2.3 The Supplier undertakes:

2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the

avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer:

3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.3 The indemnities in this Part D and its Annexes:

4.3.1 shall survive termination of this Contract; and

4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred

to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and

5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and

8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. Broadly Comparable Pension Schemes

10.1 If either:

10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or

10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;

10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and

10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;

1.1.3 the date which is 12 Months before the end of the Term; and

1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not

previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);

1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;

1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;

1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;

1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;

1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;

1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and

1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.

1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:

1.6.1 the numbers of employees engaged in providing the Services;

1.6.2 the percentage of time spent by each employee engaged in providing the Services;

1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and

1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

1.7.1 the most recent month's copy pay slip data;

1.7.2 details of cumulative pay for tax and pension purposes;

1.7.3 details of cumulative tax paid;

1.7.4 tax code;

1.7.5 details of any voluntary deductions from pay; and

1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the

Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.

2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.

2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;

2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;

2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;

2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or

2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Order Schedule 3 (Continuous Improvement)



ecm_7956 DPS Order
Schedule 3 - Continuc

Order Schedule 5 (Pricing Details)

REDACTED

Order Schedule 6 (ICT Services)

1. Definitions

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

| | |
|---|--|
| "Buyer Property" | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract; |
| "Buyer Software" | any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables; |
| "Buyer System" | the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables; |
| "Commercial off the shelf Software" or "COTS Software" | non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms; |
| "Defect" | <p>any of the following:</p> <ul style="list-style-type: none">a) any error, damage or defect in the manufacturing of a Deliverable; orb) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; orc) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Order Contract; or |

| | |
|--------------------------------|---|
| | d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; |
| "Emergency Maintenance" | ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault; |
| "ICT Environment" | the Buyer System and the Supplier System; |
| "Licensed Software" | all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Order Contract, including any COTS Software; |
| "Maintenance Schedule" | has the meaning given to it in paragraph 8 of this Schedule; |
| "Malicious Software" | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| "New Release" | an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item; |
| "Open Source Software" | computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge; |

| | |
|--|---|
| "Operating Environment" | <p>means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none">a) the Deliverables are (or are to be) provided; orb) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; orc) where any part of the Supplier System is situated; |
| "Permitted Maintenance" | <p>has the meaning given to it in paragraph 8.2 of this Schedule;</p> |
| "Quality Plans" | <p>has the meaning given to it in paragraph 6.1 of this Schedule;</p> |
| "Sites" | <p>has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Order Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;</p> |
| "Software" | <p>Specially Written Software, COTS Software and non-COTS Supplier and third party Software;</p> |
| "Software Supporting Materials" | <p>has the meaning given to it in paragraph 9.1 of this Schedule;</p> |
| "Source Code" | <p>computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;</p> |
| "Specially Written Software" | <p>any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;</p> |
| "Supplier System" | <p>the information and communications technology system used by the Supplier in supplying the</p> |

Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

2. When this Schedule should be used

2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Buyer due diligence requirements

3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;

3.1.2. operating processes and procedures and the working methods of the Buyer;

3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

3.2. The Supplier confirms that it has advised the Buyer in writing of:

3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;

3.2.2. the actions needed to remedy each such unsuitable aspect; and

3.2.3. a timetable for and the costs of those actions.

4. Licensed software warranty

4.1. The Supplier represents and warrants that:

4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;

4.1.2. all components of the Specially Written Software shall:

4.1.2.1. be free from material design and programming errors;

4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Order Schedule 14 (Service Levels) and Documentation; and

4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

5.1. The Supplier shall:

5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

5.1.3. ensure that the Supplier System will be free of all encumbrances;

5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;

5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Order Contract Period:

6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

7.1. The Supplier shall allow any auditor access to the Supplier premises to:

7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);

7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;

7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

8. Maintenance of the ICT Environment

8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.

8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Intellectual Property Rights in ICT

9.1. Assignments granted by the Supplier: Specially Written Software

9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and

9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

9.1.2. The Supplier shall:

9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer

9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least

equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

9.3. Licenses for COTS Software by the Supplier and third parties to the Buyer

9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

9.3.4.1. will no longer be maintained or supported by the developer; or

9.3.4.2. will no longer be made commercially available

9.4. Buyer's right to assign/novate licences

9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 to:

9.4.1.1. a Central Government Body; or

9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

9.5. Licence granted by the Buyer

9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6. Open Source Publication

9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1. suitable for publication by the Buyer as Open Source; and

9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3. do not contain any material which would bring the Buyer into disrepute;

9.6.2.4. can be published as Open Source without breaching the rights of any third party;

9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

9.6.2.6. do not contain any Malicious Software.

9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties

agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7. Malicious Software

9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Government Data (whilst the Government Data was under the control of the Buyer).

10. Supplier-Furnished Terms

10.1. Software Licence Terms

10.1.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in [insert reference to relevant Schedule] - to be agreed and included at a later date after the signature of the Contract.

10.1.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in [insert reference to relevant Schedule] – Not applicable

10.2. Software as a Service Terms

10.2.1.1. Additional terms for provision of a Software as a Service solution are detailed in [insert reference to relevant Schedule] – Not applicable

10.3. Software Support & Maintenance Terms

10.3.1.1. Additional terms for provision of Software Support & Maintenance Services are detailed in [insert reference to relevant Schedule] - to be agreed and included at a later date after the signature of the Contract.

Order Schedule 7 (Key Supplier Staff)

1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

| Key Role | Key Staff | Contact Details |
|--|-----------|-----------------|
| Management Team | | |
| Head of Chevening | REDACTED | REDACTED |
| Senior Programme Manager | REDACTED | REDACTED |
| Senior Marketing Manager | REDACTED | REDACTED |
| Senior Finance Manager | REDACTED | REDACTED |
| Senior MEL Manager | REDACTED | REDACTED |
| Senior Policy Manager (seconded role) | REDACTED | REDACTED |
| Senior Partnerships Manager (seconded role) | REDACTED | REDACTED |
| CEO Marshall | REDACTED | REDACTED |
| Executive Secretary Marshall | REDACTED | REDACTED |
| Programme Manager Marshall (US-based) | REDACTED | REDACTED |

Order Schedule 8 (Business Continuity and Disaster Recovery)



ecm_7956 DPS Order
Schedule 8 - Business

Order Schedule 9 (Security)

Part B: Long Form Security Requirements

1. Definitions

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

| | |
|-----------------------------|--|
| "Breach of Security" | 1 means the occurrence of: <ul style="list-style-type: none">a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, 2 in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d; |
| "ISMS" | 3 the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and |
| "Security Tests" | 4 tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security. |

2. Security Requirements

2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are: Nicolette.stoddart@fcdo.gov.uk (Deputy Director, Scholarships, Tertiary Education and Partnerships)

2.3.1 Maddalaine.Ansell@britishcouncil.org (Director Education, Cultural Engagement)

2.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.

2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.

2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.

3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

3.3 The Buyer acknowledges that;

3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and

3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

3.4 The ISMS shall:

3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT,

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

3.4.3 at all times provide a level of security which:

- (a) is in accordance with the Law and this Contract;
- (b) complies with the Baseline Security Requirements;
- (c) as a minimum demonstrates Good Industry Practice;
- (d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
- (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
- (f) takes account of guidance issued by the Centre for Protection of National Infrastructure <https://www.cpni.gov.uk/>
- (g) complies with HMG Information Assurance Maturity Model and Assurance Framework
(<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
- (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
- (i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
- (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;

3.4.4 document the security incident management processes and incident response plans;

3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).

- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.3 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.3, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.6 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

- 4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2 The Security Management Plan shall:
- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
 - 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
 - 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential

Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;

- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve

the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5. Amendment of the ISMS and Security Management Plan

5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:

- 5.1.1 emerging changes in Good Industry Practice;
- 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
- 5.1.3 any new perceived or changed security threats;
- 5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
- 5.1.5 any new perceived or changed security threats; and
- 5.1.6 any reasonable change in requirement requested by the Buyer.

5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- 5.2.1 suggested improvements to the effectiveness of the ISMS;
- 5.2.2 updates to the risk assessments;
- 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
- 5.2.4 suggested improvements in measuring the effectiveness of controls.

5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6. Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

- (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9. Vulnerabilities and fixing them

9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
- 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
- 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an

extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

- 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

- 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

- 9.4.2 is agreed with the Buyer in writing.

9.5 The Supplier shall:

- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
- 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
- 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
- 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
- 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
- 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
- 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
- 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B – Annex 1:

Baseline security requirements

1. Handling Classified information

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
- 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions

necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

- 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

Part B – Annex 2 - Security Management Plan

To be inserted by the Supplier within 20 days of Order Start. FCDO Security Representative to review, provide advice, and sign off

Order Schedule 10 (Exit Management)

1. Definitions

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

| | |
|-------------------------------|---|
| "Exclusive Assets" | 1 Supplier Assets used exclusively by the Supplier in the provision of the Deliverables; |
| "Exit Information" | 2 has the meaning given to it in Paragraph 3.1 of this Schedule; |
| "Exit Manager" | 3 the person appointed by each Party to manage their respective obligations under this Schedule; |
| "Net Book Value" | 4 the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice); |
| "Non-Exclusive Assets" | 5 those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes; |
| "Registers" | 6 the register and configuration database referred to in Paragraph 2.2 of this Schedule; |
| "Replacement Goods" | 7 any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| "Replacement Services" | 8 any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any |

| | |
|--|---|
| | of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| "Termination Assistance" | 9 the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice; |
| "Termination Assistance Notice" | 10 has the meaning given to it in Paragraph 5.1 of this Schedule; |
| "Termination Assistance Period" | 11 the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule; |
| "Transferable Assets" | 12 Exclusive Assets which are capable of legal transfer to the Buyer; |
| "Transferable Contracts" | 13 Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation; |
| "Transferring Assets" | 14 has the meaning given to it in Paragraph 8.2.1 of this Schedule; |
| "Transferring Contracts" | 15 has the meaning given to it in Paragraph 8.2.3 of this Schedule. |

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in

Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

- (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
- 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

- 7.2.1 vacate any Buyer Premises;
- 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and

- (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer

and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Order Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. definitions

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

| | |
|--------------------------------|--|
| "Delay" | a) a delay in the Achievement of a Milestone by its Milestone Date; or |
| | b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| "Deliverable Item" | 1 an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan; |
| "Implementation Period" | 2 has the meaning given to it in Paragraph 7.1; |
| "Milestone Payment" | 3 a payment identified in the Implementation Plan to be made following the issue of a Satisfaction |

Certificate in respect of Achievement of the relevant Milestone.

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 30 days after the 1st of April 2023.
- 2.2 The draft Implementation Plan:
 - 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Order Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Order Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Order Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

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

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been Achieved by the relevant Milestone Date, the

Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:

- 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Implementation Plan

- 7.1 The Implementation Period will be a five (5) Month period from 1st April to 31st August 2023.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Order Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Order Start Date as set out in the Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other DPS Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;

- 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
- 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
- 7.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.4 The Implementation Plan will include detail stating:

- 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
- 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

7.5 In addition, the Supplier shall:

- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.5.2 mobilise all the Services specified in the Specification within the Order Contract;
- 7.5.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

- 7.5.5 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be delivered are identified below.

| Milestone | Deliverable Items from Supplier | Milestone Date (in relation to 1.04.2023) | Buyer Responsibilities |
|---------------------------------|---|---|--|
| Transition resource in place | Confirmation of dedicated mobilisation manager (SPOC) and mobilisation team. | Day 1 | Informed of contacts. |
| Transition governance in place | Joint working group meetings with the incumbent and the Buyer (weekly) Workshops with the Buyer. Transition Project Board (fortnightly) | Week 3 | Agreement of standing agenda/timings/frequency and forward look of topics. Attendance at key meetings. |
| Mobilisation progress reporting | Mobilisation log set up. Report to be provided to the Buyer detailing mobilisation progress. | From week 3 every 2 weeks until Order Start Date. | Review and sign off. |
| Implementation Plan complete | (a) Joint Transition Plan submitted to incumbent and Buyer. (b) Detailed Implementation Plan agreed with the Buyer. (c) Risks and controls register in place. | (a) 30 days after Implementation Start Date. (b) Up to 50 days after Implementation Start Date. (c) Ahead of Order Start Date | Sign off detailed Implementation Plan. The plan should cover tasks and milestones including, but not limited to the following (a) Client relations, joint planning and communications (b) Mobilisation plan and risk management (c) People management (with TUPE focus and roadmap) (d) IT and information security (e) Lessons learned and continuous improvement (f) Contract management, Programme and financial reporting |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | |
|--|--|----------------------------|--|
| Appointment of key staff as contact points for implementation and delivery | Chevening –Senior Programme Manager Marshall – CEO | By Order Start Date. | Informed of completion. For Marshall, involvement in recruitment and informed of completion. |
| Agreement on roles and responsibilities of all “joint” processes complete. | Agreement of all processes to be jointly delivered (e.g. orientation) between the outgoing and incoming suppliers. | Ahead of Order Start Date. | Sign off agreed roles and responsibilities. |
| Case notes transfer complete. | Review of wellbeing cases and transfer of case notes. | Ahead of Order Start Date. | Informed of completion. |
| Key Programme documentation transfer complete. | Exit file set up. Capture and collection of key documentation on systems and operating procedures | Ahead of Order Start Date. | Informed of completion. |
| Contract novation complete. | All supplier contracts novated | Ahead of Order Start Date. | Support from Commercial team on compliance. |
| Agreed digital systems in place | Training and support for new infrastructure and ongoing learning for users Identification of digital infrastructure improvements Testing of new digital infrastructure SOPs in place Digital infrastructure in place | Ahead of Order Start Date. | Support from Data Protection, Security and IT architecture teams on compliance. |
| Data migration complete. | All Programme records, material, websites/domains, research, and other IPR identified, logged and retained, transferred, archived or disposed of as per GDPR procedures. | Ahead of Order Start Date. | Support from Data Protection, Security and IT architecture teams on compliance. |
| Staff inductions offered and where possible completed | Teams appropriately staffed. | Ahead of Order Start Date. | Informed of staff induction sessions and data regarding completion |

The Milestones will be Achieved in accordance with this Order Schedule 13: (Implementation Plan and Testing) by approval of the Buyer SRO.

Part B – Testing not used

Draft Implementation Plan (Chevening)

REDACTED

Draft Implementation Plan (Marshall)

REDACTED

Order Schedule 14 (Service Levels)

1. Definitions

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

| | |
|--|---|
| "Critical Service Level Failure" | Not used; |
| "Service Credits" | Not used |
| "Service Credit Cap" | Not used |
| "Service Level Failure" | means a failure to meet the Service Level Performance Measure in respect of a Service Level; |
| "Service Level Performance Measure" | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and |
| "Service Level Threshold" | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule. |
| "Service Period" | means one calendar month |

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

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 Not Used
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of a

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

- 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Order Start Date;
- 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

3. Not Used

Part A: Service Levels

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure
- 1.2 the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
 - 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure from taking place or recurring;
 - 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

2. Not Used

Annex A to Part A: Services Levels Table

Please note that we will reserve the right to upgrade or amend the KPIs, in discussion with the Supplier, during the course of the contract. See below the (a) Service Level Performance Criterion (in blue), along with (b) KPIs, (c) Measures and (d) Reporting required from the Supplier.

Days = working days in the UK

Chevening

| ID | KPIs | Measures | Reporting required from the supplier | Supporting Commentary |
|--|---|---|--|---|
| Performance Management | | | | |
| 1 | Attend agreed contract management meetings and provide comprehensive performance management reports to the FCDO [Order Schedule 15; Order Schedule 14 – Part B] | <p>100% of agreed contract management meetings attended.</p> <p>100% of performance management reports produced to deadline unless agreed otherwise with FCDO. 0% of reports rejected by FCDO for lack of conformity to its associated requirements.</p> | <p>Contract management meetings as per Order Schedule 15.</p> <p>Performance management reports as per Order Schedule 14 – Part B.</p> | Reports should conform to templates, as agreed during the mobilisation period. |
| Communications Working closely with the FCDO, establish Chevening as a prestigious and world-leading scholarships programme and promoting its opportunities and excellence. Strengthen the Chevening brand integrity; identify and target key stakeholders; and ensure strong internal project coordination. See Statement of Requirements (SoR) for detailed service specification. | | | | |
| 2 | Develop and maintain a central Communications strategy, to be agreed with the FCDO, including promoting and incorporating lessons learned from measuring and reporting activity into future work, and sharing best practice between FCDO Posts. [SoR 1.2] | <p>90% of central Communications plan targets are met. These may include a range of qualitative and quantitative agreed targets on:</p> <ul style="list-style-type: none"> • Brand perception • Stakeholder understanding of Chevening • Website and social media metrics • Programme promotion • Awardees / partner recruitment <p>Targets to be agreed within 3 months of the Order Start Date, with the right to amend, in discussion with the Supplier, during the course of the contract.</p> | Contract Review Board - % score achieved | Contract Review Boards to take place Monthly, at Order Start. This may reduce to Quarterly over the course of the Contract. |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|---|---|--|--|--|
| 3 | <p>Provide responses to general queries about the Programme from applicants and others across a range of channels (digital, social media, in-person) belonging both to the Secretariat and wider FCDO, within one day. [SoR 1.8]</p> <p>Provide timely and accurate responses to queries from potential applicants across a range of channels (digital, social media, in-person) belonging both to the Secretariat and wider FCDO, within a time frame to be agreed with the FCDO. [SoR 2.3]</p> | <p>90% of general queries about the Programme across digital and social media channels are responded to by the Secretariat within two days, consulting stakeholders as appropriate, 0% responded to later than 5 days.</p> <p>95% of queries from potential applicants across digital and social media channels are responded to by the Secretariat within one day. 0% responded to later than 5 days.</p> | Contract Review Board - % score achieved | |
| 4 | <p>Ensure that Chevening is recognised as an FCDO scholarships programme. Deliver all services white labelled as the "Chevening Secretariat". [SoR 1.1; Bidder's tender response]</p> | <p>95% of Post survey responses rate the service delivery by the Chevening Secretariat as Satisfactory, Good or Very Good ("How would you rate the service delivery by the Chevening Secretariat on the following areas – ensuring that Chevening is recognised as an FCDO scholarships programme").</p> <p>95% of UK personnel survey responses rate the service delivery by the Chevening Secretariat as Satisfactory, Good or Very Good ("How would you rate the service delivery by the Chevening Secretariat on the following areas – ensuring that Chevening is recognised as an FCDO scholarships programme").</p> | <p>Posts survey –% score achieved</p> <p>UK personnel survey –% score achieved</p> | |
| 5 | <p>Ensure no conflict or confusion among stakeholders with the Supplier's own brand [Bidder's tender response]</p> | <p>95% of scholar survey responses recognise Chevening as an FCDO-sponsored scholarships programme ("As far as you know, who is the main sponsor of your Chevening award? (FCDO, a co-sponsor, British Council, the Association of Commonwealth Universities, the government of my home country, other). 5% think it is an ACU or BC-sponsored programme.</p> <p>95% of alumni survey responses recognise Chevening as an FCDO-sponsored scholarships programme ("As far as you know, who is the main sponsor of your Chevening award? (FCDO, a co-sponsor, British Council, the Association of Commonwealth Universities, the government of my home country, other). 5% think it is an ACU or BC-sponsored programme.</p> | <p>Scholar survey –% score achieved.</p> <p>Alumni survey –% score achieved</p> | <p>Allowances made in Y1 for % who think it is an ACU-sponsored programme.</p> |
| | <p>Promoting the Programme Working closely with the FCDO, generate an interview pool of high-quality applicants for Chevening scholarships (and fellowships, where applicable), tailored to local objectives and needs. You will build interest and capability amongst diverse target groups, ensure rigorous outreach and selection processes, and ensure potential applicants understand the eligibility and suitability criteria. See Statement of Requirements (SoR) for detailed service specification.</p> | | | |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|--|---|---|---|--|
| 6 | Support Posts to develop and agree local communications and marketing strategies to promote the Programme in their country/territory. This includes issuing Strategy and Action Plan template documents to Posts at least 45 days prior to the opening of each application period. [SoR 2.1] | Strategy and Action Plan template documents are issued to Posts at least 45 days prior to the opening of each application period. 95% of Posts rate the service delivery by the Chevening Secretariat as Satisfactory, Good or Very Good ("How would you rate the service delivery by the Chevening Secretariat on the following areas – support to Posts with promoting the programme") | Contract Review Board- % score achieved Posts survey –% score achieved | |
| Scholar and Fellow Selection Deliver a high-quality experience that facilitates the movement of all scholarship applications through the selection process in a timely and accurate manner. This includes provision of an Online Application System (OAS) that delivers a high-quality experience to facilitate the movement of all scholarship applicants through the application, assessment and notification process. See Statement of Requirements (SoR) for detailed service specification. . | | | | |
| 7 | Working with FCDO Posts, ensure that all stages of the selection process (e.g. interviews, assessment, and data processing, outcome of interviews) are completed in a timely and accurate manner and in accordance with agreed processes, ensuring integrity of selection.[SoR 3.7] | 99% of candidates are moved through the selection process in line with the agreed timeframe. Allowances to be made for factors outside of the Supplier's control. | Contract Review Board- % score achieved | |
| 8 | Establish operating procedure and controls with Posts, including budgeting controls to effectively manage and control the number of scholarships each Post can offer, based on budget allocations agreed with the FCDO. This includes responding to queries from Posts within 3 days. [SoR 3.8] | 90% of queries from Posts are responded to by the Secretariat within 3 days. 0% are responded to later than 5 days. | Contract Review Board- % score achieved | |
| Scholar and Fellow Placing Assistance Provide high quality administrative support for scholar placements at universities in the UK. Ensure scholars and universities understand and adhere to the award conditions, and reasonable adjustments are accounted for. See Statement of Requirements (SoR) for detailed service specification. . | | | | |
| 9 | Ensure the timely and accurate issuance of the necessary paperwork to confirm the scholarship awards and their respective conditions (e.g., Conditional and Final Award letters). [SoR 4.1] | 99% of paperwork to confirm the scholarship awards and their respective conditions are issued in line with the agreed timeframe. Allowances to be made where delays are not in the control of the Supplier (e.g. visa delays). | Contract Review Board- % score achieved | |
| Pre-departure Services The Contractor is responsible for delivering a high-quality pre-departure experience for new Awardees, ensuring they are prepared and equipped to live and study in the UK. You will ensure timely and accurate administrative preparations, including advice and signposting as appropriate, and booking of travel. See Statement of Requirements (SoR) for detailed service specification. . | | | | |
| | No KPI proposed. | | | |
| Support to Scholars and Fellows in the UK Working closely with the FCDO, maintain Chevening's competitive position amongst world-class scholarship programmes, ensuring that Awardees have the opportunity to enjoy an excellent programme experience, through networking and learning about UK culture, institutions, and way of life. Ensure that welfare needs and academic exemptions of Awardees are managed effectively, including working with universities and academic advisors as appropriate. See Statement of Requirements (SoR) for detailed service specification. | | | | |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|----|--|---|--|---|
| 10 | Ensure that each Programme Officer conducts at least 2 site visits per scholar, per year. [SoR 9.6] | 100% of Scholars have the opportunity to meet with Programme Officer at a site visit on at least 2 occasions per year. | Annual review - % score achieved. | This refers to Scholars only. Fellows are also offered site visits, but no minimum requirement, due to variable and shorter length of the courses. |
| 11 | Provide substantive responses to all non-urgent awardee requests and queries within three days. [SoR 9.6] | 98% of requests and queries from Scholars to receive substantive responses within three days. | Contract Review Board- % score achieved | |
| 12 | <p>Provide a welfare support service for Scholars, staffed by qualified professionals in a range of welfare services. This could be offered directly or via a third party. The service should route participants to: university services, involving academic advisors where relevant; specialised UK agencies; and specialised UK support. The service must be available 7 days a week, including bank holidays [SoR 9.4; Bidder's tender response]</p> <p>Update and liaise with the FCDO within one working day on non-standard and/or sensitive welfare service issues, and within two working days of any indication that an Awardee has personally behaved in a manner which is unacceptable or in any way likely to damage the reputation of the Programme and/or HMG. [SoR 9.2]</p> | <p>Provision of a welfare support service for Scholars, staffed by qualified professionals in a range of welfare services. The service should be available 24 hours a day, 7 days a week, including bank holidays.</p> <p>98% of non-standard and/or sensitive issues reported to the FCDO within one working day and two days on behavioral matters, from when the issue is reported to the Supplier by the Welfare Provider.</p> | Contract Review Board- % score achieved | <p>The British Council should report to TSU and FCDO Safeguarding teams in parallel.</p> <p>Further detail on the welfare support service to be found on Joint Schedule 6 – Key Subcontractors.</p> |
| 13 | Prepare and deliver, within agreed budget, a programme of engagement for scholars to understand the UK's culture, institutions, and values, as well as build a sense of community and internal network. This should include a variety of high-quality academic and cultural enrichment activities, across all regions of the UK. A specified number of places should be available per scholar, per cohort year (a minimum number of which should take place in person), to be agreed with the FCDO. [SoR 9.9; Bidder's tender response] | <p>Not including the full-cohort orientation and farewell, there should be at least 90 activities held each year (including 60 face-to-face, with at least 2,700 places available per year).</p> <p>90% of annual engagement strategy and programming targets are met. These may include agreed qualitative and quantitative targets on:</p> <ul style="list-style-type: none"> • Quality and satisfaction metrics • Participation metrics • Number of events • Awardee:place ratio <p>Targets to be agreed within 3 months of the Order Start Date, with the right to amend, in discussion with the Supplier, during the course of the contract.</p> | Contract Review Board- % score achieved. | FCDO to work with the British Council where budgets have already been committed to agree any adjustments to the activity plan for the transition year. |
| 14 | Ensure payments to scholars (e.g stipends) and to HEIs and sponsors for approved course fees are accurate and paid on agreed payment days. [SoR 9.17] | 99.5% of payments made on time and 99.5% of payments are accurate. Corrections to be made within 3 working days | Contract Review Board- % score achieved | |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|--|---|---|--|---|
| 15 | Overall, ensure Awardees have the opportunity to enjoy an excellent programme experience. [SoR 9; Bidder's tender response] | 95% of awardee survey respondents rate their experience of the administration of the Chevening programme as Satisfactory, Good or Very Good ("Overall, how would you rate the way in which your scholarship has been administered by the Chevening Secretariat?") YoY comparison of net promoter score. | Scholar survey –% score achieved. Contract Review Board- % score achieved | |
| Alumni engagement Working closely with the FCDO, develop and deliver the growth and development of a vibrant and engaged network of global Chevening alumni, who act as a valuable and growing tool for UK soft power. This includes ensuring meaningful and measurable engagement between alumni and key stakeholders, fostering cross-generation collaboration, and exploring opportunities for enhanced digital impact. See Statement of Requirements (SoR) for detailed service specification. | | | | |
| 16 | Develop and maintain a central alumni engagement strategy in agreement with the FCDO. Key outcomes should include, but not be limited to: growth of an engaged, active and impactful network that delivers benefits to participating alumni and contributes to programme and UK foreign policy strategic priorities; support for alumni progression towards personal and professional goals; facilitation of exchange and collaboration across themes and geographies; measurement of impact; and gathering of case studies, as appropriate. [SoR 10.1] | 90% of central alumni engagement strategy targets are met. These may include a range of qualitative and quantitative agreed targets on: <ul style="list-style-type: none"> • YoY comparison of Alumni Portal usage rates • YoY comparison of alumni newsletter open rates • Events and volunteering participation rates • Alumni survey satisfaction rates on key outcomes (e.g. progression towards personal/professional goals, exchange and collaboration across themes and geographies) • Other impact metrics, considering sector best practice. Targets to be agreed within 3 months of the Order Start Date, with the right to amend, in discussion with the Supplier, during the course of the contract. 90% of Posts rate the service delivery by the Chevening Secretariat as Satisfactory, Good or Very Good ("How would you rate the service delivery by the Chevening Secretariat on the following areas – support to Posts with alumni engagement strategy and planning") | Contract Review Board- % score achieved | |
| 17 | Maintain accurate and accessible data records of all former awardees, including contact details. Ensure data is accessible, stored securely in line with GDPR regulation, and available within 24 hours upon request from the FCDO. [SoR 02a – IT Requirements] | 90% of requests for alumni data records are provided within one working day upon request from FCDO. | Contract Review Board- % score achieved | |
| Partnerships Working closely with the FCDO, develop a pro-active strategy to identify and exploit further sources of partnership funding. This includes developing central partnerships activity and strategy, working towards an increase in partnership awards and diversification of funding streams. Ensure high-quality and sustainable partnerships that provide significant strategic and financial value to the Programme. Grow and maintain relationships with both prospective and existing partners (e.g., universities, private sector organisations, NGOs). See Statement of Requirements (SoR) for detailed service specification. | | | | |
| 18 | The Contractor should work towards a 10% YoY increase in realised partnership income, either in cash or in kind, by the contract end. Baseline targets as follows: | Realised partnership income target reached. The Supplier should also report performance against stretch targets. | Contract Review Board- % score achieved | Note: baseline in the ITT for "no. of university-funded awards" and "no. Of corporate, trust or foundation funded awards" adjusted from (a) 150 and |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|---|--|---|---|---|
| | <u>Number of university-funded awards</u> 23/24: 150–141 <u>Number of corporate, trust, or foundation-funded awards</u> 23/24: 186–177 <u>Total value of realised partnership funding (cash and in-kind)</u> 23/24: 13.5m Stretch targets at 5% above baseline targets. [SoR 13.2; Bidder's tender response] | | | 186 to (b) 141 and 177 respectively. Target increase to remain at 10% YoY. New baseline figures agreed between BC and FCDO in April 2023. |
| Financial, Budgeting and Controls Ensure, through supply of timely and accurate financial and budget information, that the FCDO has the necessary data to monitor all aspects of the programme budget including accurate scholar and fellow costs and wider operating expenses. Ensure that the best value for money is achieved in all purchases required under the Contract. See Statement of Requirements (SoR) for detailed service specification. . | | | | |
| 19 | Provide detailed monthly accounts of both drawdown costs and administration costs to the FCDO at month end in an agreed reporting format. [SoR 12.1] | 100% of detailed monthly accounts of both drawdown costs and administration costs submitted to the FCDO Scholarships Unit within 10 days following month end. 0% of reports rejected by FCDO for lack of conformity to agreed reporting format. | Monthly Finance Meeting - % score achieved. | Reports should conform to templates, as agreed during the mobilisation period. |
| Reporting, data and evaluation Ensure that the Programme's monitoring and evaluation capabilities expand in scope and ambition to amplify and accelerate its value and impact. Ensure continuous improvement, including benchmarking against other world-class scholarship programmes, and increase the return on influence and investment for the FCDO and UK. See Statement of Requirements (SoR) for detailed service specification. . | | | | |
| 20 | Collect and report key programme data, ensuring that basic data (e.g., participant statistics) is available within 1 hour, and more complex data (e.g., FOI requests, Parliamentary questions) within 3 working days, upon request. [SoR 11.4] | 90% of key programme data provided within 1 day, and more complex data (e.g., FOI requests, Parliamentary questions) within 3 working days. | Contract Review Board- % score achieved | Key programme data defined as the data processed by the Supplier in Joint Schedule 11. On occasion (e.g. Urgent Questions), key programme data would need to be provided within hours. |
| Fellowship Procurement Deliver the procurement and contracting of fellowship courses from universities in the UK, including project management for the tendering process. This involves working closely with the FCDO, including FCDO Commercial, and ensuring that the best value for money opportunities are sought. See Statement of Requirements (SoR) for detailed service specification. | | | | |
| 21 | No KPI proposed. | | | |
| Social Value Ensure that opportunities under the Contract deliver the Social Value Policy Outcome of 'improving community integration' and Award Criteria to: <ul style="list-style-type: none"> • Influence staff, suppliers, customers ie. scholars and communities through the delivery of the contract to support strong integrated communities • Demonstrate collaboration with users and communities in the co-design and delivery of the Contract to support strong integrated communities. | | | | |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|-------------------------------|---|--|--|--|
| 22 | Develop and maintain a Social Value strategy, including promoting and incorporating lessons learned from measuring and reporting activity into future work, and sharing best practice between FCDO Posts. [Bidder's tender response] | <p>90% of Social Value strategy targets are met. These may include a range of qualitative and quantitative agreed targets on:</p> <ul style="list-style-type: none"> • Social action projects created • Volunteering hours • Community groups supported • Apprenticeship levy spend <p>Targets to be agreed within 3 months of the Order Start Date, with the right to amend, in discussion with the Supplier, during the course of the contract.</p> | Contract Review Board- % score achieved | |
| Management Information | | | | |
| 23 | <p>Collect key performance data to assess progress towards operational performance, VfM, and impact and strategic priorities.</p> <p>Data is likely to include but not be limited to:</p> <ul style="list-style-type: none"> • Scholar background and profile (with disaggregation in terms of gender and other areas of diversity) • Stakeholder satisfaction, including regular surveys for Scholars • Scholar achievements and progression • Alumni network effects and influence for the UK • Supply chain performance | <p>Reporting delivered accurately and on time, in accordance with agreed timeframes and format.</p> <p>a. Operational performance using KPIs</p> <p>b. VfM in terms of economy, efficiency, effectiveness and equity</p> <p>c. Progress towards impact and strategic priorities, in line with a refreshed Theory of Change and Results Framework for the Programme, including:</p> <ul style="list-style-type: none"> • Enhanced UK influence and diplomatic ability • Increased trade for the UK • Increased prosperity and stability in communities where our alumni work | <p>Contract management meetings and performance management reports (KPI 1)</p> <p>Independent impact assessment</p> <p>Incidents, support, and welfare tracking</p> <p>Application, assessment and notification process</p> <p>Communities of practice and other relevant stakeholder forums</p> | |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

Marshall

| ID | KPIs | Measures | Reporting required from the supplier | Supporting Commentary |
|---|--|---|---|---|
| Contract Management | | | | |
| 24 | Attend agreed performance management meetings and provide comprehensive performance management reports to the FCDO [Order Schedule 14 – Part B; Order Schedule 15] | <p>100% of agreed performance management meetings attended.</p> <p>100% of performance management reports produced to deadline unless agreed otherwise with the MACC. 0% of reports rejected by the MACC for lack of conformity to its associated requirements.</p> | <p>Performance management meetings as per Order Schedule 15.</p> <p>Performance management reports as per Order Schedule 14 – Part B.</p> | Reports should conform to templates, as agreed during the mobilisation period. |
| Communications Establish the Marshall Scholarship Programme as a prestigious and world-leading scholarships programme and promoting its opportunities and excellence. Strengthen the brand integrity; identify and target key stakeholders; and ensure strong internal project coordination. This involves working closely with stakeholders in the US, in particular the British Embassy Washington and British Consulates-General, and professional associations in the US. See Statement of Requirements (SoR) for detailed service specification. | | | | |
| 25 | Develop and maintain a programme-wide Communications strategy, in agreement with the MACC. [SoR 1.2; Bidder's tender response] | <p>90% of programme-wide Communications plan targets are met. These may include agreed qualitative and quantitative targets on:</p> <ul style="list-style-type: none"> • Brand perception • Articulation of the Marshall's unique contribution to applicants, partners and funders (including benchmarking) • Website and social media metrics • Programme promotion • Awardees / partner recruitment • Stakeholder understanding of Marshall <p>Targets to be agreed within 3 months of the Order Start Date, with the right to amend, in discussion with the Supplier, during the course of the contract.</p> | Contract Review Board- % score achieved | Contract Review Boards to take place Monthly, at Order Start. This may taper to Quarterly over the course of the Contract and be incorporated into the Quarterly MACC / ARM / Education Committee structures. |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|----|--|---|---|--|
| 26 | <p>Plan for project coordination with stakeholders in both the US and UK to ensure a joined-up approach to running the Programme, keeping all stakeholders up to date with significant developments. This includes building and maintaining strong relationships with professional associations as appropriate, e.g. the National Association of Fellowship Advisors. [SoR 1.2]</p> <p>Establish operating procedure and controls with stakeholders in the US and the MACC, responding to queries within 3 days. [SoR 3.7]</p> | <p>Agree operating procedure and controls with stakeholders* within one month of Order Start Date, and review on a regular basis (e.g., quarterly), updating where appropriate.</p> <p>90% of queries from stakeholders* are responded to by the Secretariat within 3 days. 0% responded to later than 5 days.</p> <p>*Stakeholders to include: MACC; US Posts (British Embassy Washington and Consulate Generals); Association of Marshall Scholars Inc; NAFA; UK universities; Partner organisations.</p> | <p>Contract Review Board- Yes/No</p> <p>Contract Review Board- % score achieved</p> | |
| 27 | <p>Provide timely and accurate responses to general queries about the Programme across a range of channels (digital, social media, in-person), consulting stakeholders as appropriate, within a time frame to be agreed with the MACC. [SoR 1.7]</p> <p>Provide timely and accurate responses to queries from potential applicants across a range of channels (digital, social media, in-person), within a time frame to be agreed with the MACC. [SoR 2.3]</p> | <p>90% of general queries about the Programme across digital and social media channels are responded to by the Secretariat, consulting stakeholders as appropriate, within two days. 0% responded to later than 5 days.</p> <p>95% of queries from potential applicants across digital and social media channels are responded to by the Secretariat within one day. 0% responded to later than 5 days.</p> | <p>Contract Review Board- % score achieved</p> | |
| 28 | <p>Ensure that Marshall is recognised as an HMG/UK Government-sponsored scholarships programme. Deliver all services while labelled as the "Marshall Secretariat". [SoR 1.1]</p> | <p>95% of stakeholders* rate the service delivery by the Marshall Secretariat as Satisfactory, Good or Very Good ("How would you rate the service delivery by the Marshall Secretariat on the following areas – ensuring that Marshall is recognised as an HMG/UK Government-sponsored scholarships programme").</p> <p>*Stakeholders to include: US Posts (British Embassy Washington and Consulate-Generals); MACC.</p> | <p>Stakeholder survey –% score achieved</p> | |
| 29 | <p>Ensure no conflict or confusion among stakeholders with the Supplier's own brand.</p> | <p>95% of scholar survey responses recognise Marshall as an HMG/UK Government-sponsored programme ("As far as you know, who is the main sponsor of your Marshall award? (HMG/UK Government, MACC, FCDO, a co-sponsor, the British Council, the Association of Commonwealth Universities, the government of my home country, other). 5% think it is an ACU or BC-sponsored programme.</p> | <p>Scholar survey –% score achieved.</p> | <p>Allowances made in Y1 for % who think it is an ACU-sponsored programme.</p> |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|---|--|---|---|--|
| Promoting the Programme Support the generation of an interview pool of high-quality applicants for Marshall scholarships, including the regional interview process in the US, and annual meetings of the Ambassador's Advisory Council in Washington DC. Build interest and capability amongst diverse target groups, ensure rigorous outreach and selection processes, and ensure potential applicants understand the eligibility and suitability criteria. This involves working closely with stakeholders in the US, in particular the British Embassy Washington and British Consulates-General, alongside professional associations in the US. See Statement of Requirements (SoR) for detailed service specification. | | | | |
| 30 | Support stakeholders in the US to develop communications and marketing strategies to promote the Programme and generate an interview pool of high-quality applicants both in-year and for future application rounds. This includes engagement with professional associations as appropriate, e.g., NAFA. [SoR 2.1] | 95% of stakeholders* rate the service delivery by the Marshall Secretariat as Satisfactory, Good or Very Good ("How would you rate the service delivery by the Marshall Secretariat on the following areas – support with promoting the programme") *Stakeholders to include: US Posts (British Embassy Washington and Consulate-Generals); Association of Marshall Scholars Inc.; NAFA. | Stakeholder survey –% score achieved | |
| Scholar Selection Deliver a high-quality experience that facilitates the movement of all scholarship applications through the selection process in a timely and accurate manner. This involves working closely with stakeholders in the US, in particular the British Embassy Washington, British Consulates-General, Regional Committees, and the Ambassador's Advisory Council. See Statement of Requirements (SoR) for for detailed service specification. | | | | |
| 31 | Working with the MACC, Regional Committees and Ambassador's Advisory Council, ensure all stages of the selection process (e.g. briefing of Selection Committees, interviews, assessment, and data processing) are completed in a timely and accurate manner, in agreement with the MACC. [SoR 3.3] | 99% of candidates are moved through the selection process in line with the agreed timeframe. Allowances to be made for factors outside of the Supplier's control. | Contract Review Board- % score achieved | |
| Scholar Placing Assistance Ensure the timely and accurate issuance of the necessary paperwork to confirm the scholarship awards and their respective conditions (e.g., Conditional and Final Award letters). See Statement of Requirements (SoR) for for detailed service specification. | | | | |
| 32 | Ensure the timely and accurate issuance of the necessary paperwork to confirm the scholarship awards and their respective conditions (e.g., Conditional and Final Award letters). [SoR 4.1] | 99% of paperwork to confirm the scholarship awards and their respective conditions are issued to relevant parties (e.g. scholars and HEIs) in line with the agreed timeframe. Allowances to be made where delays are not in the control of the Supplier (e.g. visa delays). | Contract Review Board- % score achieved | |
| Pre-departure Services The Contractor is responsible for delivering a high-quality pre-departure experience for new Awardees, ensuring they are prepared and equipped to live and study in the UK. You will ensure timely and accurate administrative preparations, including advice and signposting as appropriate, and booking of travel. See Statement of Requirements (SoR) for for detailed service specification. | | | | |
| 33 | Support the British Embassy Washington to deliver a high-quality pre-departure briefing event for Scholars, providing materials, resources, and administrative support, as requested. | 90% of pre-departure service targets are met. These may include agreed qualitative and quantitative targets on: <ul style="list-style-type: none"> Timely agreement of pre-departure activity plan with the MACC and British Embassy Washington Quality of pre-departure activities | Contract Review Board- % score achieved | |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|--|---|---|---|---|
| | | <ul style="list-style-type: none"> • Quality of pre-departure materials • Timely and accurate booking of travel • Timely and accurate visa arrangements <p>Targets to be agreed within 3 months of the Order Start Date, with the right to amend, in discussion with the Supplier, during the course of the contract.</p> | | |
| Support to Scholars in the UK Ensure the Programme maintains its competitive position amongst world-class scholarship programmes by ensuring that Scholars have the opportunity to enjoy an excellent programme experience (known as “Marshall Plus”), networking and learning about UK culture, institutions, and way of life. You will also ensure that welfare needs and academic exemptions are managed effectively, including working with universities and academic advisors as appropriate. See Statement of Requirements (SoR) for detailed service specification. | | | | |
| 34 | Provide substantive responses to requests and queries from Scholars, within a time frame to be agreed with the MACC [SoR 5.6] | 98% of requests and queries from Scholars to receive substantive responses within three days. | Contract Review Board- % score achieved | |
| 35 | Provide a welfare support service for Scholars, staffed by qualified professionals in a range of welfare services. This could be offered directly or via a third party. The service should route participants to: university services, involving academic advisors where relevant; specialised UK agencies; and specialised UK support. The service must be available 7 days a week, including bank holidays. [SoR 6.4] | Provision of a welfare support service for Scholars, staffed by qualified professionals in a range of welfare services. The service should be available 24 hours a day, 7 days a week, including bank holidays. | Contract Review Board- % score achieved | Further detail on the welfare support service to be found on Joint Schedule 6 – Key Subcontractors. |
| 36 | Update and liaise with the MACC within one working day on non-standard and/or sensitive welfare service issues, and within two working days of any indication that a Scholar has personally behaved in a manner which is unacceptable or in any way likely to damage the reputation of the Programme and/or HMG. [SoR 6.2]. | 98% of non-standard and/or sensitive issues reported to the MACC and FCDO within one working day and two working days on behavioral matters, from when the issue is reported to the Supplier by the welfare provider. | Contract Review Board- % score achieved | The British Council should report to the MACC and FCDO Safeguarding teams in parallel. |
| 37 | Prepare and deliver, within agreed budget, a programme of engagement for Scholars to understand the UK’s culture, institutions, and values, as well as build a sense of community. This should include a variety of high-quality academic and cultural enrichment activities, across the UK. A specified number of places should be available per Scholar, per cohort year (a minimum number of which should take place in person), to be agreed with the MACC. [SoR 6.7; Bidder’s tender response] | 90% of engagement and events programme targets are met. These may include agreed qualitative and quantitative targets on: <ul style="list-style-type: none"> • Quality and satisfaction metrics • Participation metrics • Number of events • Number of places available <p>Targets to be agreed within 3 months of the Order Start Date, with the right to amend, in discussion with the Supplier, during the course of the contract.</p> | Contract Review Board- % score achieved | |
| 38 | Ensure payments to Scholars e.g. stipends, and universities e.g. tuition fees, are paid accurately and on agreed or requested payment dates. [SoR 6.9] | 99.5% of payments made on time and 99.5% of payments are accurate. Corrections to be made within 3 working days | Contract Review Board- % score achieved | |

DPS Ref: RM6172

Project Version: v1.0

Model Version: v1.0

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|--|--|--|--|--|
| 39 | Overall, ensure Awardees have the opportunity to enjoy an excellent programme experience. [SoR 6] | 95% of awardee survey respondents rate their experience of the administration of the Marshall programme as Satisfactory, Good or Very Good ("Overall, how would you rate way in which your scholarship has been administered by the Marshall Secretariat?") YoY comparison of net promoter score. | Scholar survey –% score achieved. Contract Review Board - RAG rating on YoY promoter score. | |
| Alumni engagement Support the growth and development of a vibrant and engaged network of Marshall alumni, who act as a valuable and growing tool of UK soft power. This involves working closely with stakeholders in the US, primarily the Association of Marshall Scholars (AMS). See Statement of Requirements (SoR) for detailed service specification. | | | | |
| 40 | Plan for project coordination with stakeholders in both the US and UK to ensure a joined-up approach to strengthen alumni engagement with the Programme, supporting its alignment with stakeholders' planning and initiatives. [SoR 7.1.1] | 95% of stakeholders rate the service delivery by the Marshall Secretariat as Satisfactory, Good or Very Good ("How would you rate the service delivery by the Marshall Secretariat on the following areas – support to US stakeholders with alumni engagement strategy and planning") *Stakeholders to include: US Posts (British Embassy Washington and Consulate-Generals); Association of Marshall Scholars Inc; NAFA. | US stakeholder survey - % score achieved. | |
| Partnerships Working closely with the MACC, take responsibility for central partnerships activity and strategy, working towards an increase in partnerships and diversification of funding streams. Ensure high-quality and sustainable partnerships that provide significant strategic and financial value to the Programme. Grow and maintain relationships with prospective and existing partners (e.g., universities, private sector organisations, NGOs). See Statement of Requirements (SoR) for detailed service specification. | | | | |
| 41 | Develop and maintain a central Partnerships strategy, in agreement with the MACC. [SoR 10.1; Bidder's tender response] | 90% of programme-wide Partnerships strategy targets are met. These may include agreed qualitative and quantitative targets on: <ul style="list-style-type: none"> Realised partnership income Enhanced benefits to Scholars and Alumni Profile raising Diversification of funding streams (including benchmarking) Targets to be agreed within 3 months of the Order Start Date, with the right to amend, in discussion with the Supplier, during the course of the contract. | Contract Review Board- % score achieved | |
| Financial, Budgeting and Controls The Contractor is responsible for ensuring, through supply of timely and accurate financial and budget information, that the MACC has the necessary data to manage all aspects of the programme budget including accurate Scholar costs and wider operating expenses. You will also ensure that the MACC achieves the best value for money in all purchases required under the Contract. See Statement of Requirements (SoR) for detailed service specification. | | | | |
| 42 | Maintain accounts in accordance with HM Treasury and National Audit Office standards governing Non-Departmental Public Bodies. [SoR 9.1] | 0 breaches relating to maintenance of accounts in accordance with HM Treasury and NAO standards governing Non-Departmental Public Bodies. | Quarterly ARM Meeting - % score achieved | |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|---|---|--|--|---|
| 43 | Provide detailed monthly accounts of both drawdown costs and administration costs to the MACC and FCDO at month end in an agreed reporting format. [SoR 9.5] | 100% of detailed monthly accounts of both drawdown costs and administration costs submitted to the MACC and FCDO within 10 days following month end. 0% of reports rejected by MACC for lack of conformity to agreed reporting format. | Quarterly ARM Meeting - % score achieved | Reports should conform to templates, as agreed during the mobilisation period. |
| Reporting, data and evaluation Ensure that the Programme's monitoring and evaluation capabilities expand in scope and ambition to amplify and accelerate its value and impact. Ensure continuous improvement, including benchmarking against other world-class scholarship programmes, and increase the return on influence and investment for the FCDO and UK. See Statement of Requirements (SoR) for detailed service specification. | | | | |
| 44 | Collect and report key Programme data, ensuring that basic data (e.g., participant statistics) is available within 1 hour, and more complex data (e.g., FOI requests, Parliamentary questions) within 3 working days, upon request. [SoR 8.4] | 90% of key Programme data provided within 1 day, and more complex data (e.g., FOI requests, Parliamentary questions) within 3 working days. | Contract Review Board- % score achieved | Key Programme data defined as the data processed by the Supplier in Joint Schedule 11. On occasion (e.g. Urgent Questions), key Programme data would need to be provided within hours. |
| 45 | Ensure continuous improvement of the Services with a view to reducing the cost to the MACC and improving the quality and efficiency of delivery. This could include regular reviews on each element of the service; processes to gather and action feedback and satisfaction rates from key stakeholders; benchmarking and lessons-learned from other scholarship programmes (e.g., Fulbright, Kennedy, Rhodes); and identifying best practice and emerging trends. [SoR 8.9] | Submit, within three months of the Contract Start Date, a Continuous Improvement Plan (CIP) that is to be agreed with the MACC, to be updated on a quarterly basis. | Quarterly MACC Meeting - Yes/No | |
| CEO function Provide a Chief Executive Officer (Senior Policy Executive) for the MACC. The roleholder will report to the Chair of the MACC during the Contract tenure and fulfil the duties, as noted in the SoR. | | | | |
| | No KPI proposed | Assessment of performance of this role to be measured through (a) programme delivery KPIs as above and (b) ongoing engagement with the Supplier on the roleholder fulfilling the responsibilities as set out in the SoR. | N/A | |
| Executive Secretariat function Provide an Executive Secretariat for the MACC. The roleholder(s) will report to the Chair of the MACC during the Contract tenure, and fulfil the duties, as noted in the SoR. | | | | |
| | No KPI proposed | Assessment of performance of this role to be measured through (a) programme delivery KPIs as above and (b) ongoing engagement with the Supplier on the roleholder(s) fulfilling the responsibilities as set out in the SoR. | N/A | |
| Social Value Ensure that opportunities under the Contract deliver the Social Value Policy Outcome of 'improving community integration' and Award Criteria to: <ul style="list-style-type: none"> • Influence staff, suppliers, customers ie. scholars and communities through the delivery of the contract to support strong integrated communities • Demonstrate collaboration with users and communities in the co-design and delivery of the Contract to support strong integrated communities. | | | | |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|-------------------------------|--|---|---|--|
| 46 | Develop and maintain a Social Value strategy, including promoting and incorporating lessons learned from measuring and reporting activity into future work. [Bidder's tender response] | <p>90% of Social Value strategy targets are met. These may include a range of qualitative and quantitative agreed targets on:</p> <ul style="list-style-type: none"> • Social action projects created • Volunteering hours • Community groups supported • Apprenticeship levy spend <p>Targets to be agreed within 3 months of the Order Start Date, with the right to amend, in discussion with the Supplier, during the course of the contract.</p> | Contract Review Board- % score achieved | |
| Management Information | | | | |
| 4 7 | <p>Collect key performance data to assess progress towards operational performance, VfM, and impact and strategic priorities.</p> <p>Data is likely to include but not be limited to:</p> <ul style="list-style-type: none"> • Scholar background and profile (with disaggregation in terms of gender and other areas of diversity) • Stakeholder satisfaction, including regular surveys for Scholars • Scholar achievements and progression • Alumni network effects and influence for the UK in the US* • Supply chain performance <p>*to include benchmarking the Programme's performance against other scholarship programmes (e.g. Fulbright, Kennedy and Rhodes) using a range of metrics, to be agreed with the MACC.</p> | <p>Reporting delivered accurately and on time, in accordance with agreed timeframes and format.</p> <ul style="list-style-type: none"> a. Operational performance using KPIs b. VfM in terms of economy, efficiency, effectiveness and equity c. Progress towards impact and strategic priorities, in line with a refreshed Theory of Change and Results Framework for the Programme, including: <ul style="list-style-type: none"> • Strengthening US-UK relations and promoting British influence in the United States • Developing a generation of Scholars who have a lasting understanding and appreciation of contemporary British society, and who will add to the enduring ties between the British and American peoples, their governments and their institutions. | <p>Contract management meetings and performance management reports (KPI 23)</p> <p>Independent impact assessment</p> <p>Incidents, support, and welfare tracking</p> <p>Application, assessment and notification process</p> <p>Communities of practice and other relevant stakeholder forums</p> | |

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Order Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 Not used;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 Not used
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on an up to Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier.

4. Satisfaction Surveys

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

Order Schedule 15 (Order Contract Management)

1. Definitions

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

"Operational Board" the board established in accordance with paragraph 2.1 of this Schedule;

"Project Manager" the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

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

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

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

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

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

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

4. Role of the Operational Board

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

4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

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

4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

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

5. Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.

5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

5.4 The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

Annex: Contract Boards

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

The Buyer reserves the right to change or adapt these governance mechanisms over the course of the contract.

| Meeting name | Membership | Purpose | Frequency | Location |
|---|---|--|---------------|--------------------------------------|
| Chevening and Marshall Transition Project Board | FCDO; MACC; The British Council; ACU | Will act as the governance interface for contract transition for the Chevening and Marshall Schemes and will be attended by the FCDO, MACC, the supplier and the incumbent to provide assurance of the transition processes and to ensure effective coordination of activities between the new supplier and the incumbent. This will include discussions on implementation planning and delivery, risks and issues and management information reporting. | Fortnightly | Online / FCDO office |
| Chevening and Marshall Administration Contract Review Board | FCDO; MACC; The British Council | To review the performance of the Chevening and Marshall Administration services contract including; KPIs, Risks, deliverables, financial management and Value for Money. | Up to monthly | Online/FCDO office / Supplier office |
| Chevening Operational Delivery Meeting | FCDO; The British Council | Operational meeting focused on service delivery and issue resolution. | Fortnightly | Online / FCDO office |
| Chevening Programme Board | FCDO; Chevening Programme Board Members; The British Council. | Strategic oversight and review of FCDO objectives | Quarterly | Online / FCDO office |
| Chevening Programme Board - Sub-Board Meeting (Audit Risk Management) | FCDO; Chevening Programme Board - ARM Members; The British Council. | Strategic oversight of audit, risk and management. | Quarterly | Online / FCDO office |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|---|--|---|-------------|--|
| Chevening Finance Meeting | FCDO; The British Council | Strategic oversight of audit, risk and management. | Monthly | Online / FCDO office |
| Marshall Operational Delivery Meeting | Marshall SRO (CEO); The British Council | Operational meeting focused on service delivery and issue resolution. | Fortnightly | Online / Supplier office. |
| Marshall Aid Commemoration Commission (MACC) - Board Meeting | MACC; Marshall SRO (CEO); FCDO; The British Council | Strategic oversight and review of MACC objectives | Quarterly | Online / Supplier office / FCDO office |
| Marshall Aid Commemoration Commission (MACC) - Sub-Board Meeting (Education Committee) | MACC - Education Committee Members; Marshall SRO (CEO); The British Council | Strategic oversight of delivery (scholar selection) | Quarterly | Online / Supplier office |
| Marshall Aid Commemoration Commission (MACC) - Sub-Board Meeting (Scholar Experience Committee) | MACC – Scholar Experience Committee Members; Marshall SRO (CEO); The British Council | Strategic oversight of delivery (scholar experience). | Quarterly | Online / Supplier office / FCDO office |
| Marshall Aid Commemoration Commission (MACC) - Sub-Board Meeting (Audit Risk Management) | MACC - ARM Members; Marshall SRO (CEO); The British Council | Strategic oversight of audit, risk and management. | Quarterly | Online / Supplier office / FCDO office |

Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract.

Part A: Statement of Requirements: Chevening Scholarships Programme

1. INTRODUCTION

1.1 The Chevening Programme (hereafter referred to as the “Programme”) is the UK’s flagship global scholarships programme, funded by the Foreign, Commonwealth and Development Office (FCDO) and partner organisations.

1.2 The Chevening Programme provides individuals who show the potential to inspire, inform, and influence positive change, with an opportunity to study at a UK university and gain a UK educational qualification, on a Chevening scholarship. These typically take the form of a one-year Master’s course. Short courses for mid-career professionals in target themes and regions are also offered in the form of Chevening fellowships.

1.3 During their time in the UK, Chevening scholars and fellows (hereafter referred to as “Awardees”) are supported to develop professionally and academically, network extensively, experience UK culture, language and values, and build lasting positive relationships with the UK.

1.4 Awardees study subjects across a wide variety of fields and go on to implement positive change in a range of sectors. After returning home, they join a global network of over 50,000 Chevening alumni.

1.5 The Chevening Programme began in 1983 and its success has led to an increased level of investment, and ongoing Ministerial support.

1.6 The Chevening Programme and its accompanying policy are managed by The Scholarships Unit (TSU), a small team in the FCDO. FCDO Posts (i.e., British Embassies and High Commissions) also play an important role in its administration.

1.7 More information about the Chevening Programme is available at www.chevening.org.

1.8 In 2021/22, Chevening scholarships were awarded to individuals from the following countries/territories. Please note that these are subject to slight variation from year to year.

(Afghanistan), Albania, Algeria, Angola, Anguilla, Antigua and Barbuda, Argentina, Armenia, Azerbaijan, Bahamas, Bangladesh, Barbados, Belarus, Belize, Benin, Bhutan, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, Burundi, Cambodia, Cameroon, Canada, Chad, Chile, China, Colombia, Congo, The Democratic Republic of the Congo, Costa Rica, Côte d’Ivoire, Cuba, Djibouti, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, Equatorial Guinea, Eritrea, Ethiopia, Falkland Islands, Fiji, Georgia, Ghana, Greece, Grenada, Guatemala, Guinea, Guyana, Haiti, Honduras, Hong Kong, Iceland, India,

Indonesia, Iraq, Islamic Republic of Iran, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kingdom of Eswatini, Kosovo, Kyrgyzstan, Lao People's Democratic Republic, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Malaysia, Maldives, Mauritania, Mauritius, Mexico, Republic of Moldova, Mongolia, Montenegro, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nepal, New Zealand, Nicaragua, Nigeria, North Macedonia, Oman, Pakistan, Occupied Palestinian Territory, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Republic of Korea, (Russian Federation), Rwanda, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and The Grenadines, Samoa, Senegal, Serbia, Seychelles, Sierra Leone, Singapore, Solomon Islands, Somalia, South Africa, South Caucasus, South Sudan, Sri Lanka, Sudan, Syrian Arab Republic, Taiwan (Republic of China), Tajikistan, Tanzania, Thailand, The Gambia, Tonga, Trinidad and Tobago, Tunisia, Turkey, Turks and Caicos Islands, Tuvalu, Uganda, Ukraine, Uruguay, Uzbekistan, Venezuela, Vietnam, Yemen, Zambia, Zimbabwe.

2.BACKGROUND

2.1 The Chevening Programme has strong ambitions to maintain its position as a world-leading, global scholarships programme. By creating lasting positive relationships with future leaders, influencers and decision-makers, it is a key tool supporting the delivery of FCDO and HMG objectives. Operating in over 160 countries and territories worldwide, the Programme is delivered in accordance with HMG's strategic objectives, strengthening governance, resilience and global prosperity. The Programme's objectives also read across to key FCDO and wider HMG priorities, such as the International Development Strategy, Integrated Review, and International Education Strategy.

2.2 The FCDO has funded the Chevening Programme since 1983. In 2021/22, it received approx. £56.8m funding, of which approx. 96 per cent was Overseas Development Aid (ODA) and 4 per cent non-ODA. This was supplemented by approximately £13.5m of partnership income and in-kind support from business, academia and other partners, in the form of corporate partnerships, university partnerships, and university tuition fee waivers, both UK and overseas.

2.3 In 2021/22, over 1500 scholars and 200 fellows participated in the Chevening Programme, with 60,000+ applications for scholarships, and 900+ applications for fellowships. The application, assessment, and notification process is largely managed through the Online Application System (OAS), which is owned and managed by the Contractor.

2.4 Key aims of the Chevening Programme are:

- Selection of excellent scholars and fellows worldwide;
- Delivery of an excellent experience for scholars and fellows during their time in the UK;
- Growth and development of a dynamic and influential global alumni network.

2.5 These key aims are delivered by ensuring that the Contractor, in conjunction with the FCDO:

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

- Delivers a consistently high-quality recruitment and selection process, which attracts outstanding applications to the Programme and awards scholarships and fellowships to the best and brightest candidates;
- Delivers an excellent experience and consistently high quality of support to Awardees during their time on the Programme, encouraging them to form lasting, positive relationships with the UK;
- Supports and grows a consistently high quality of both central and in-country alumni networks around the world, forming the basis for lasting links between Programme alumni and the UK;
- Develops partnerships, especially with business and academia, and explores diversified funding streams, to grow the Programme and the number of partner-funded scholars;
- Maintains consistent and robust monitoring and evaluation processes to ensure the continuous improvement of the Programme;
- Ensures that the administration of the Programme consistently provides excellent value for money for the UK taxpayer.

3.DETAILS OF SERVICES REQUIRED

3.1 The Contractor will be responsible for the successful management and administration of the Chevening Programme, from: promotion and recruitment of potential applicants; preparing successful applicants to come to the UK; support for Awardees during their time in the UK; central alumni management and engagement; robust monitoring of the quality of Services provision; financial forecasting and reporting; impact evaluation; wider promotion of the Programme, including through a social media presence; and delivery of partnerships strategy and engagement.

3.2 The detailed services which the Contractor will deliver are shown under “Detailed Service Specification”.

3.3 The Contractor will need to maintain high quality, relevant and timely contact with the FCDO, including FCDO Posts, throughout the delivery cycle.

3.4 The Contractor is not expected to participate in selection interviews, and this assumption should be used in preparing the Bid.

3.5 In successfully delivering the Services, the Contractor is expected to incur expenditure that is necessary in order to deliver and enable programme delivery, including payment of tuition fees and stipends. The Contractor will therefore need to specify separately: an annual administration cost for providing Services under the Contract; and accounts of the expenditure which is paid into a bank account by the Authority and disbursed by the Contractor (drawdown or “pass-through” costs).

4. DETAILED SERVICE SPECIFICATION

All target dates/timings are based on working days. The Contractor is responsible for timely, accurate, and successful performance of the below outcomes. Innovations above and beyond these requirements are welcome.

1 Communications

The Contractor is responsible for establishing Chevening as a prestigious and world-leading scholarships programme and promoting its opportunities and excellence. You will strengthen the Chevening brand integrity; identify and target key stakeholders; and ensure strong internal project coordination.

1.1 Ensure that Chevening is recognised as an FCDO scholarships programme, through all communications (internal and external). Deliver all services under the “Chevening Secretariat” white-label (see “Attachment 02a Statement of Requirements Annexes and Supporting Information; Annex B – Glossary of Terms”).

1.2 Develop and maintain a programme-wide Communications strategy, in agreement with the FCDO.

1.3 Plan for project coordination at country and regional level to maximise the impact of the Chevening hub and spoke model, including supporting FCDO Chevening Officers to strengthen both host and HMG engagement with the Programme, and ensuring that it aligns with Country Office planning and initiatives.

1.4 Raise the profile of the Programme, including through production of physical and digital content. Ensure digital and physical materials are easy to use, accessible, and appropriately branded and designed and submit materials in draft to be signed off by the FCDO.

1.5 Host, maintain and update the www.chevening.org website as a central source of information about the Programme, at both a global and individual country/territory level. This should include targeted content for a range of stakeholders, including applicants, Scholars, alumni, partners, and members of the public.

1.6 Develop a suite of tools to measure and articulate awareness of the Chevening brand and embed recommendations into promotional activity.

1.7 Provide an agreed contact point for supporting with non-scholar enquiries, such as Ministerial or media requests by providing the FCDO with relevant information and draft materials, as requested.

1.8 Provide timely and accurate responses to general queries about the Programme from applicants and others across a range of channels (digital, social media, in-person) belonging both to the Secretariat and wider FCDO, within a time frame to be agreed with the FCDO. *(For reference: in the current delivery model, a response is provided within three days of receipt).*

1.9 Manage the purchasing of merchandise, including negotiating with suppliers to ensure quality merchandise is sourced and stored at a reasonable cost.

2 Promoting the Programme

The Contractor is responsible for generating an interview pool of high-quality applicants for Chevening scholarships (and fellowships, where applicable), tailored to local objectives and needs. You will build interest and capability amongst diverse target groups, ensure rigorous outreach and selection processes, and ensure potential applicants understand the eligibility and suitability criteria.

2.1 Support Posts to develop and agree local communications and marketing strategies to promote the Programme in their country/territory. This includes issuing Strategy and Action Plan template documents to Posts at least 45 days prior to the opening of each application period.

2.2 Support FCDO Posts to deliver their strategy on time and to a high standard using appropriate, effective and value for money channels (digital, social, in-person), and providing additional training and upskilling where required.

2.3 Provide timely and accurate responses to queries from potential applicants across a range of channels (digital, social media, in-person) belonging both to the Secretariat and wider FCDO, within a time frame to be agreed with the FCDO.

2.4 Develop and deploy centrally produced marketing material and resources (physical and digital) for use by Posts throughout the year, particularly during the application period, of a volume to be agreed with the FCDO. Materials should clearly communicate programme aims, objectives and criteria, and include FAQs. The FCDO “Diplomatic Bag” service could be used for movement of physical materials (see “Attachment 02a Statement of Requirements Annexes and Supporting Information; Annex B – Glossary of Terms”).

2.5 Develop and deploy advice and resources, as requested, for the production of locally relevant materials.

3 Scholar Selection

The Contractor is responsible for delivering a high-quality experience that facilitates the movement of all scholarship applications through the selection process in a timely and accurate manner.

3.1 Provide an Online Application System (OAS) that delivers a high-quality experience to facilitate the movement of all scholarship applicants through the application, assessment and notification process (see “Attachment 02a Statement of Requirements Annexes and Supporting Information; Annex A – IT Requirements”). This includes the review of applications in line with global eligibility criteria, or any other criteria pre-agreed with the FCDO.

On an annual basis:

3.2 Develop and agree a timetable and process with each Post for scholar selection, in line with guidance from the FCDO. Consideration should be given to the need for flexibility and contingency due to geopolitical changes.

Longlisting

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

3.3 Recruit and train Reading Committees (see “Attachment 02a Statement of Requirements Annexes and Supporting Information; Annex B – Glossary of Terms”) to review and assess all eligible applications.

3.4 Manage the processing of all applications that have passed Reading Committee review, including production of a longlist for consideration by each FCDO Post, and provision of shortlisting guidance and support, as requested.

Interviews

3.5 Support the assessment of shortlisted applications by liaising with FCDO Posts on their interview timetables, within the agreed global interview period for all scholarships, and invite applicants to interview.

3.6 Train and upskill Posts in delivering the interview process, including use of the Online Application System, and any other IT systems as required.

Decisions

3.7 Work with FCDO Posts to ensure that all stages of the selection process (e.g. interviews, assessment, and data processing) are completed in a timely manner and in accordance with agreed processes, ensuring integrity of selection, and informing all candidates of the outcomes of interviews within a time frame to be agreed with the FCDO.

3.8 Establish operating procedure and controls with Posts, including budgeting controls to effectively manage and control the number of scholarships each Post can offer, based on budget allocations agreed with the FCDO. This includes responding to queries from Posts within 3 days.

3.9 Provide regular updates on the progress of the selection phase, at intervals to be agreed with the FCDO. This will include, but is not limited to, analytics regarding the volume of applications, data on progress of assessments, and full transparency of any complaints received and their status, in terms of resolution.

3.10 Ensure the use of online solutions is maximized throughout the selection process, exploring new forms of digital/virtual outreach as appropriate, and in agreement with the FCDO.

4 Scholar Placing Assistance

The Contractor is responsible for providing high-quality administrative support for scholar placements at universities in the UK. You will ensure scholars and universities understand and adhere to the award conditions, and reasonable adjustments are accounted for.

4.1 Ensure the timely and accurate issuance of the necessary paperwork to confirm the scholarship awards and their respective conditions (e.g., Conditional and Final Award letters).

4.2 Provide strong relationship management with universities in the UK, including but not limited to liaising on administrative aspects of scholar placements, confirmation of any financial contributions (typically a tuition fee reduction), and clarifying existing University provision (e.g., welfare support).

4.3 Perform due diligence checks on applicants, liaising with the FCDO to ensure potential reputational risks to the Programme and HMG are minimised and/or mitigated.

4.4 Develop and implement the medical self-assessment policy and process, including communicating with candidates where further information is required, and assessment where candidates raise specific medical requirements.

4.5 Ensure reasonable adjustments (e.g., for scholars with disabilities) are discussed with the FCDO, implemented as appropriate, and recorded in a safe and confidential manner.

5 Fellowship Procurement

The Contractor is responsible for delivering the procurement and contracting of fellowship courses from universities in the UK, including project management for the tendering process. This involves working closely with the FCDO, including FCDO Commercial, and ensuring that the best value for money opportunities are sought.

5.1 Work alongside FCDO Commercial for the procurement of Chevening fellowships from universities in the UK, including supporting with creating business cases, tender documents and tender evaluation.

5.2 Work alongside the FCDO on the management of Chevening fellowship contracts, including strong relationship management with the relevant universities in the UK.

6 Fellow Selection

The Contractor is responsible for delivering a high-quality experience that facilitates the movement of all fellowship applications through the selection process. Bidders should note that whilst scholarships have a single global application window, fellowships may have individual application windows, and are offered in a select number of countries/territories.

6.1 Provide an Online Application System (OAS) that delivers a high-quality experience to facilitate the movement of all fellowship applicants through the application, assessment and notification process (see “Attachment 02a Statement of Requirements Annexes and Supporting Information; Annex A – IT Requirements”). This includes the review of applications in line with global eligibility criteria, or any other criteria pre-agreed with the FCDO.

On a per fellowship basis:

6.2 Develop and agree an overall timetable and process for fellow selection with each Post, in line with guidance from the FCDO. Strong consideration should be given to the need for flexibility and contingency due to geopolitical change.

Longlisting

6.3 Recruit and train Reading Committees (see “Attachment 02a Statement of Requirements Annexes and Supporting Information; Annex B – Glossary of Terms”) to review and assess all eligible applications.

6.4 Manage receipt of all applications that have passed Reading Committee review, produce a longlist for consideration by each FCDO Post, and provide shortlisting guidance and support, as requested.

Interviews

6.5 Support the assessment of shortlisted applications by liaising with FCDO Posts on their interview timetables, within the agreed interview period for each fellowship, and inviting applicants to interview.

6.6 Train and upskill Posts in delivering the interview process, including use of the Online Application System, and any other IT systems as required.

Decisions

6.7 Work with FCDO Posts to ensure that all stages of the selection process (e.g., interviews, assessment, processing of evaluation data) are completed in a timely and accurate manner, ensuring integrity of selection, and informing all candidates of outcomes of interviews within a time frame to be agreed with the FCDO.

6.8 Establish operating procedure and controls with Posts, including budgeting controls to effectively manage and control the number of fellowships each Post can offer based on budget allocations agreed with the FCDO. This includes responding to queries from Posts within 3 days.

6.9 Provide regular updates on the progress of the selection phase at intervals to be agreed with the FCDO. This will include, but is not limited to, analytics regarding the volume and demographic of applications, data on progress of assessments, and full transparency of any complaints received and their status, in terms of resolution.

6.10 Ensure the use of online solutions is maximized throughout the selection process, exploring new forms of digital/virtual outreach as appropriate, and in agreement with the FCDO.

7 Fellow Placing Assistance

The Contractor is responsible for providing high-quality administrative support for fellow university courses. You will ensure fellows and universities understand and adhere to the award conditions, and reasonable adjustments are accounted for.

7.1 Ensure the timely and accurate issuance of the necessary paperwork to confirm the fellowship awards and their respective conditions (e.g., Conditional and Final Award letters).

7.2 Perform due diligence checks on applicants, liaising with the FCDO to ensure potential reputational risks to the Programme and HMG are minimised and/or mitigated.

7.3 Develop and implement the medical self-assessment policy and process, including communicating with candidates where further information is required and assessment where candidates raise specific medical requirements.

7.4 Ensure reasonable adjustments (e.g., for fellows with disabilities) are discussed with the FCDO, implemented as appropriate, and recorded in a safe and confidential manner.

8 Pre-departure Services

The Contractor is responsible for delivering a high-quality pre-departure experience for new Awardees, ensuring they are prepared and equipped to live and study in the UK. You will ensure timely and accurate administrative preparations, including advice and signposting as appropriate, and booking of travel.

8.1 Develop and deploy centrally produced material and resources (physical and digital) to support Awardees with the pre-departure process, including specific guidance as required e.g., FAQs.

8.2 Support Posts to deliver a high-quality pre-departure briefing event for new Awardees in each country/territory, providing relevant materials, resources, and administrative support.

8.3 Arrange for 'cash cards', or alternative secure payment methods to be received by Awardees in a timely manner and in accordance with agreed process, including instructions for use. Note that the FCDO "Diplomatic Bag" service (see "Attachment 02a Statement of Requirements Annexes and Supporting Information; Annex B – Glossary of Terms") could be used for movement of physical materials.

8.4 Facilitate the travel arrangements of all Awardees to the UK, including booking of flights and providing support for visa applications.

8.5 Provide qualified/expert visa advice, working with the Home Office, UKVI and other bodies to develop and maintain effective processes and policy for co-ordination and data sharing.

8.6 Provide advice and support to Awardees on other necessary travel requirements, including but not limited to Immigration Health Surcharge (IHS) and TB screening.

9 Support for Scholars and Fellows in the UK

The Contractor is responsible for ensuring the Chevening Programme maintains its competitive position amongst world-class scholarship programmes by ensuring that Awardees have the opportunity to enjoy an excellent programme experience, through networking and learning about UK culture, institutions, and way of life. You will also ensure that welfare needs and academic exemptions of Awardees are managed effectively, including working with universities and academic advisors as appropriate.

Welfare and Policy

9.1 Develop and maintain key Programme policies and processes, including:

- A "Critical Incident Policy" to cover the most severe welfare cases, including protocols for communicating with relevant parties, including family, universities, and embassies.
- An "Academic Interruptions Policy" to consider requests for academic extensions or interruptions in the case of health, poor progress, or other extenuating circumstances.
- A "Disciplinary Policy" to cover the investigation and resolving of any disciplinary issues with Participants.

9.2 Update and liaise with the FCDO within one working day on non-standard and/or sensitive welfare service issues, and within two working days of any indication that an Awardee has personally behaved in a manner which is unacceptable or in any way likely to damage the reputation of the Programme and/or HMG.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

9.3 Maintain oversight of the academic progress of Awardees during the tenure of the award, working with academic advisors where required, and updating the FCDO where poor or unacceptable progress is indicated.

9.4 Provide a welfare support service for Awardees, staffed by qualified professionals in a range of welfare services. This could be offered directly or via a third party. The service should route Awardees to: university services, involving academic advisors where relevant; specialised UK agencies; and specialised UK support. The service must be available 7 days a week, including bank holidays. The service could offer additional support services, such as counselling.

9.5 Proactively design and implement measures to support the physical and mental health and wellbeing of Awardees, including signposting to available resources, in agreement with the FCDO.

Engagement and Events (Scholars)

On an annual basis:

9.6 Provide each scholar with the support of a named Programme Officer; each Officer should maintain a portfolio of scholars that ensures they can provide a level of support that includes no less than 2 site visits per scholar, per cohort year and responding to non-urgent queries within 3 days. *(For reference: in the current delivery model, each Programme Officer manages a portfolio of 90-150 scholars)*

9.7 Prepare and deliver, within agreed budget, an orientation event for the whole scholar cohort, including planning, technical preparation, and staffing. This may be delivered in collaboration with other HMG scholarship programmes (working with their respective delivery partners) and is likely to take place in October/November each year. Planning for the Orientation event in 2023 will be undertaken by the current Contractor, though running of the event will be undertaken by the new Contractor. Further details will be discussed as part of transition/mobilisation.

9.8 Prepare and deliver, within agreed budget, a farewell event for the whole scholar cohort, including planning, technical preparation, and staffing. This may be delivered in collaboration with other HMG scholarship programmes and is likely to take place in July each year.

9.9 Prepare and deliver, within agreed budget, a programme of engagement for scholars to understand the UK's culture, institutions, and values, as well as build a sense of community and internal network. This should include a variety of high-quality academic and cultural enrichment activities, across all regions of the UK. A specified number of places should be available per scholar, per cohort year (a minimum number of which should take place in person), to be agreed with the FCDO. Consideration should be given to the benefits that the proposed programme will deliver and adapted to feedback. *(For reference: the 2021/22 baseline target was 50 events per cohort year, at least 30 in-person, with 141% places available as % of the total cohort)*

9.10 Facilitate opportunities to support scholar engagement with the FCDO, through appropriate, effective and value for money channels (digital, physical, in-person). This could include policy discussions and cross-Government events (e.g. COP). This may be delivered in collaboration with other HMG scholarships programmes (working with their respective delivery partners).

9.11 Facilitate opportunities to support partner-funded scholar engagement with their sponsor, either through bespoke arrangements or wider programme events.

9.12 Support the FCDO Scholarships Unit (TSU) to strengthen liaison with other FCDO and Government departments, communicating the value of the Programme and providing opportunities for cross-Government engagement with scholars and other stakeholders.

9.13 Provide high-quality guidance and resources to scholars during their time on the Programme, supporting them to take advantage of the rich opportunities on offer both through the Programme, and in the UK more generally.

Engagement and Events (Fellows)

For each fellowship:

9.14 Prepare and deliver, within agreed budget, orientation and farewell events for each fellowship cohort, including planning, technical preparation, and staffing. These may be delivered in collaboration with scholar orientation and farewell activities, where timings align.

9.15 Support universities to facilitate opportunities for fellows to engage with the FCDO, through appropriate, effective and value for money channels (digital, physical, in-person). This could include policy discussions and cross-Government events (e.g COP), as requested by the FCDO.

9.16 Support the FCDO Scholarships Unit as requested to strengthen liaison with other FCDO and Government departments, communicating the value of the Programme and providing opportunities for cross-Government engagement with fellows and other key stakeholders.

Other

9.17 Ensure payments to scholars e.g., stipend payments, and universities, e.g., tuition fees, are accurate and paid on agreed or requested payment dates.

9.18 Provide an agreed point of contact to support Awardees in the UK, in particular developing and maintaining Programme policy and delivery processes. This is currently resourced by a part-seconded role to the FCDO. Bidders are strongly recommended to propose a similar arrangement.

10 Alumni Engagement

The Contractor is responsible for the growth and development of a vibrant and engaged network of global Chevening alumni, who act as a valuable and growing tool for UK soft power. You will ensure meaningful and measurable engagement between alumni and key stakeholders, foster cross-generation collaboration, and explore opportunities for enhanced digital impact.

10.1 Develop and maintain a central alumni engagement strategy in agreement with the FCDO. Key outcomes should include, but not be limited to: growth of an engaged, active and impactful network that delivers benefits to participating alumni and contributes to programme and UK foreign policy strategic priorities; support for alumni progression towards personal and professional goals; facilitation of exchange and collaboration across themes and geographies; measurement of impact; and gathering of case studies, as appropriate.

10.2 Plan for project coordination at country and regional level to maximise the impact of the Chevening hub and spoke model, including supporting Chevening Officers to strengthen alumni engagement with the Programme, and ensuring that the Programme is in line with and complementing Country Office planning and initiatives.

10.3 Annually, develop and agree alumni engagement strategies with each FCDO Post, to engage alumni in their country/territory. Issue appropriate Strategy and Action Plan template documents to Posts on an annual basis and provide advice and material as requested e.g., resources for alumni groups, alumni communications, and case studies.

- 10.4 Support FCDO Posts to deliver their strategy on time and to a high standard using appropriate, effective and value for money channels (digital, physical, in-person), and providing additional training and upskilling where required.
- 10.5 Monitor levels of alumni activity across all participating countries/territories.
- 10.6 Provide advice to Posts on delivery of a welcome home activity, meeting, or event for returning scholars, providing an opportunity for Posts to establish contact with new alumni immediately on their return and to reinforce messages about the benefits and responsibilities of being Chevening alumni.
- 10.7 Provide advice to Posts on delivery of additional alumni engagement activities, meetings, or events, providing opportunities for Posts to maintain contact with alumni in-country and to realise benefits and responsibilities of being Chevening alumni.
- 10.8 Support the delivery of events and engagement for UK-based alumni.
- 10.9 Respond to general queries from alumni across a range of channels (digital, social media, in-person) belonging both to the Secretariat and wider FCDO, within a time frame to be agreed with the FCDO.
- 10.10 Maintain and expand the Chevening alumni database, including pro-active tracing. Consideration should be given to the internationally mobile nature of alumni and systems designed to support identification of, and Post interaction with, alumni based on country of origin or topical issues/objectives e.g., prosperity, climate change.
- 10.11 Develop and maintain a "Disciplinary Policy" to anticipate and address challenging behaviours involving alumni, in agreement with the FCDO.
- 10.12 Assist the FCDO to manage the Chevening Alumni Programme Fund, which provides funding to Posts and alumni associations for impact-focused projects, and the Alumni General Fund, which provides funding to Posts to carry out more general alumni engagement activity. Key outcomes are to increase the level and value of contact with Chevening alumni.
- 10.13 Explore new forms of digital/virtual alumni engagement as appropriate, and in agreement with the FCDO.

11 Reporting, Data, and Evaluation

The Contractor is responsible for ensuring that the Programme's monitoring and evaluation capabilities expand in scope and ambition to amplify and accelerate its value and impact. You will ensure continuous improvement, including benchmarking against other world-class scholarship programmes, and increase the return on influence and investment for the FCDO and UK.

Monitoring and Evaluation

In agreement with the FCDO:

- 11.1 Implement robust and proactive performance and implementation monitoring and management strategies to measure efficacy of the Programme towards delivery goals. The Contractor shall monitor its own performance and that of its supply chain against Key Performance Indicators and Service Levels to be finalised following Contract Award. Where delivery goals are off track, the Contractor will have a clear process for course correction.
- 11.2 Implement robust and proactive performance and implementation monitoring and management strategies to measure impact of the Programme.
- 11.3 Design and deliver comprehensive and robust evaluation of the Programme's outcomes and impact through both qualitative and quantitative means. This includes producing strong data sets for continued long term impact assessment.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

11.4 Collect and report key programme data, ensuring that data is provided in a timely and accurate manner, as agreed with the FCDO. Basic data (e.g., participant statistics) should be available within 1 hour, and more complex data (e.g., FOI requests, Parliamentary questions) within 3 working days, upon request.

11.5 Ensure responsibility for the receipt, processing, filing/retrieval, management and retention/disposal of all records and information associated with the delivery life cycle. Consideration should be given to the global nature of the Programme, integration with the FCDO's existing technological infrastructure, training of FCDO personnel to facilitate access where required, and GDPR compliance.

11.6 Conduct regular surveys of Awardees, measuring satisfaction with all aspects of the Services.

11.7 Participate in any evaluation of its work undertaken by the FCDO, providing any information requested promptly and accurately.

Continuous Improvement

11.8 Work closely with the FCDO to develop appropriate guidance and policy, alongside programme design elements, to achieve the programme's strategic aims. Ensure continuous improvement of the Service with a view to reducing the cost to the FCDO and improving the quality and efficiency of delivery. This could include regular reviews on each element of the Service; processes to gather and action feedback and satisfaction rates from key stakeholders; benchmarking and lessons-learned from other Scholarship programmes (e.g., Fulbright, Kennedy, Rhodes, DAAD (German Academic Exchange Service) and Australia Awards); and identifying best practice and emerging trends.

11.9 Submit, within three months of the Contract Start Date, a Continuous Improvement Plan (CIP) that is to be agreed with the FCDO. The Contractor shall update the CIP on a quarterly basis.

11.10 Provide the FCDO with a report which sets out the findings of any evaluation along with proposals to improve outcomes for inclusion in the Contractor's Continuous Improvement Plan.

11.11 Prepare and deliver regional conferences, within agreed budget, to share learnings and forge connections between Chevening key stakeholders, including Posts.

12 Finance, Budgets, and Internal Control

The Contractor is responsible for ensuring, through supply of timely and accurate financial and budget information, that the FCDO has the necessary data to monitor all aspects of the programme budget including accurate scholar and fellow costs and wider operating expenses. You will also ensure that the best value for money is achieved in all purchases required under the Contract.

Financial

12.1 Operate a dedicated bank account for Programme, into which the FCDO will pay the drawdown costs on a monthly basis.

12.2 Within 10 calendar days of month end, provide a detailed monthly account of Contractor-managed spend (drawdown costs and administration costs) to the FCDO in an agreed reporting format. Details should include, but not be limited to: accounting period covered, awardee unique ID, expenditure type, expenditure description and expenditure amount. Contributions from partners must be separately identifiable, and the period to which the funding relates shown. Supporting analysis will be required for course fees incurred,

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

detailing discounts received and providing details of the period to which the fees paid relate. Any changes to management costs should be highlighted.

12.3 Within 10 calendar days of month end, provide an accurate forward forecast of Contractor -managed spend (drawdown costs and administration costs) to the FCDO, to agree the spend for the following month. Should there be a need to transfer budget across sectors or within sectors, ensure that the transfer is submitted to the FCDO for approval and procedures are followed, as agreed with the FCDO.

12.4 Issue invoices for Contractor -managed spend (drawdown costs and administration costs) on the first day of each month. Payments will be made upon receipt of a valid invoice via FCDO's finance platform (HERA). Ensure that each invoice contains all appropriate references and a detailed breakdown of the services to be supplied and that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice.

12.5 Provide the previous quarter's spend detailing countries split into non-ODA and ODA categories within 15 days of the end of a quarter.

12.6 Ensure compliance with Managing Public Money guidance. The Supplier must not hold substantial amounts of FCDO funding in its accounts if there is no operational need to do so and an acceptable maximum end of month cash balance will be set by the FCDO. Variances between actual monthly spend and forecasts should be analysed to reveal the factors or budget assumptions causing the variance, and improvements sought.

12.7 Ensure sufficient controls are established and maintained to effectively manage and control programme funding.

12.8 Ensure that the accounting processes and mechanisms necessary to facilitate the timely and accurate payment and re-payment of relevant programme funds to and from Awardees or universities' nominated bank accounts are in place. This includes managing the process of establishing MOUs with universities, where required, and ensuring that they are made aware of the terms and conditions to which they are entering into in good time before signature.

12.9 Should there be a need for recoveries to be made, such as in the event of early termination of a scholarship or fellowship, ensure that timely and appropriate actions are taken to recover any funding. Such actions shall include notifying the Awardee in writing of the reasons for the recovery and setting out the actions that the Contractor and Awardee shall take.

12.10 Take the necessary measures to ensure that unspent funds are recovered within thirty days following a request for repayment.

12.11 Ensure university payments are made accurately, on time, and universities are made aware of the terms and conditions to which they are entering into before signature.

12.12 Maintain a policy of delegated spend limits.

12.13 Where the Contractor enters into a sub-contract for the purpose of performing its obligations under the contract, ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor as soon as possible and in any event not exceeding 30 days from receipt of a valid invoice. The Authority reserves the right to request information regarding payment performance and will provide a facility for sub-contractors to report poor performance to the Authority.

12.14 Grant the FCDO the right to inspect the finance systems and processes operated by the Contractor and check the accuracy of data held by the Contractor, at any time.

Commercial

12.15 Ensure that a minimum of three quotes are gathered for high-cost disbursements, where appropriate (e.g., flights), with the definition of “high-cost” to be agreed with the FCDO following Contract Award.

12.16 Work alongside the FCDO for the support of subcontracting arrangements where required, including negotiating terms, reviewing contracts and/or MOUs prior to final signing by FCDO officials, and regular review of Commercial subcontracts. This includes ensuring reasonable steps are taken to ensure FCDO interests are protected, and risks mitigated.

12.17 Strive to achieve the best value for money in all purchases required under the Contract, including use of procurement processes that are proportionate to the size and risk of the spend. As part of regular reporting to the FCDO, evidence of robust commercial management should be provided, including any savings achieved.

~~12.18 The FCDO is looking to introduce a new Approval to Buy (A2B) payment approach for the drawdown or “pass-through” costs in this Contract, which is expected to reduce the need for the supplier to hold significant sums in a bank account. This will involve the use of one-time virtual card numbers that will draw down from an account or PO held centrally by the FCDO. If introduced, the Contractor is expected to adopt this new payment mechanism as their primary means of payment to third-party suppliers for drawdown or “pass-through” costs, though a backup draw-down bank account should be used for any costs which cannot be settled through A2B.~~

13 Partnerships

The Contractor is responsible for central partnerships activity and strategy, working towards an increase in partnership awards and diversification of funding streams. You will ensure high-quality and sustainable partnerships that provide significant strategic and financial value to the Programme. You will grow and maintain relationships with both prospective and existing partners (e.g., universities, private sector organisations, NGOs).

13.1 Develop and maintain a programme-wide partnerships strategy, in agreement with the FCDO. The strategy should consider delivery and impact at a local, regional, and global level. This is currently resourced by part seconded role(s) to the FCDO. Bidders are strongly recommended to consider a similar arrangement.

13.2 Each financial year, work towards the target of a year-on-year increase in the number of partner-funded scholars from the existing baseline of 186 corporate and 150 university partner-funded scholars. This includes an equivalent partnership income target, both in cash and in-kind (tuition fee waivers). Please note that KPIs are to be agreed with the FCDO, and will also include annual targets on partner renewal, and securing of new partners. A penalty for non-delivery of agreed targets may be set.

13.3 Support Posts in their efforts to manage, develop, and engage their network of local, in-country, partners. This includes support for the delivery of impactful partner engagement events at Post.

13.4 Collaboration with FCDO colleagues to ensure adherence to sanctions policy and appropriate due diligence on corporate partners.

13.5 Leverage partnerships to deliver benefits to Awardees and alumni that contribute to wider Programme priorities and objectives. This includes growing the existing internships workstream.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

13.6 Develop easy to use and easily accessible digital and paper materials to support and guide Posts and prospective partners in the partnership agreement process. The Contractor shall work closely with the FCDO to decide upon the most suitable platform for accessibility.

13.7 Organise the delivery of impactful partner engagement events in the UK in conjunction with the FCDO.

13.8 Maintain detailed records (e.g., contracts and MOUs) of all central partnership agreements, and support the FCDO in maintaining oversight of all local partnership agreements made by Posts. This includes ensuring payments are made to agreed timelines.

13.9 Put in place robust procedures/processes for providing regular updates to the FCDO on partnership income flows.

Other

Social Value

14.1 The Authority has identified 'improve community integration' as the Social Value Policy Outcome for this procurement. See the Public Services (Social Value) Act 2012:

<https://www.legislation.gov.uk/ukpga/2012/3/enacted>

14.2 This Act requires English and Welsh public authorities (subject to some exclusions in relation to Welsh authorities) to consider, at the pre-procurement (preparation and planning) stage:

- How, what is proposed to be procured, might improve the economic, social and environmental wellbeing of the relevant area;
- How, in conducting the process of procurement, it might act with a view to securing that improvement; and

14.3 Whether to undertake any consultation on the above. Bidders will be required to respond to a question in the Technical evaluation describing the commitment their organisation will make to ensure that opportunities under the contract deliver the Social Value Policy Outcome of 'improving community integration'.

Inclusion, Belonging and Diversity

14.4 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age or any other protected characteristic and without prejudice to the generality of the foregoing the supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and or other relevant or equivalent equalities legislation (or any statutory modification or re-enactment thereof).

14.5 The Contractor shall be responsible for carrying out Services on behalf of the Authority which shall require it to deal directly with members of the public and the Authority's staff. The Contractor shall be required to adopt HMG's obligation to proactively promote equality in respect of all aspects of inclusion, belonging and diversity as identified below, throughout all its functions and policies which impact on its delivery of the Contract;

- o Age
- o Disability
- o Gender (including Transgender)
- o Race
- o Religion or belief
- o Sexual Orientation
- o Gender identity

- o Marriage and civil partnerships.
- o Pregnancy and maternity/Paternity
- o Caring responsibilities
- o Any other factor relevant to a person's work or experience of the learning product.

14.6 The Authority has a Zero tolerance on Bullying, Harassment and Discrimination policy and is compliant with the Equality Act 2010. We use the Disability Confident: <https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer> (formerly Two Ticks) Scheme to promote the effective implementation of Workplace Adjustments for staff. The supplier is expected to demonstrate and apply a positive approach to all statutory duties relevant to this contract including but not limited to the Equality Act 2010.

14.7 Disability Confident requires employers to make Workplace Adjustments to arrangements that place a disabled person at a substantial disadvantage in comparison with non-disabled persons. Specifically for disabled users, this includes the provision of Workplace Adjustments working in conjunction with Universities' Disability and Workplace Adjustment Teams.

14.8 The Contractor must ensure that digital and technical applications are appropriate to applicants with specific learning needs; they should consult with the Authority and the relevant agreed parties both for immediate and future needs of applicants and participants.

14.9 The Contractor should also proactively work to embed inclusion, belonging and diversity outcomes into programme delivery, including promoting diversity among the selected Participants, their choice of courses and host educational establishments, and the home educational establishments from which applicants and Participants come. Tools could include development of specific guidance and policy, or recommendation of appropriate programme design elements.

14.10 The Authority would expect the Contractor to hold a Level 1 status known as Disability Confident Committed and progress to Level 2 (Disability Confident Employer) within one year.

Partnership

14.11 Fundamental to the success of these contracts will be a commitment on the part of the Contractor to work with the Authority, including overseas Posts. The Contractor will be expected to work collaboratively, sharing best practice and a commitment to resolve challenges and issues. Bidders will be expected to demonstrate these skills through the Technical evaluation.

Mobilisation/Transition

14.12 The Authority Scholarships Team, in partnership with Authority Commercial colleagues, will work with the appointed Contractor to agree a transition and/or mobilisation plan for implementation.

14.13 In the event of a service transition, the Contractor will be expected to work with existing Authority Contractor(s) throughout this period and must be fully available for detailed transition and implementation planning from the date of the Authority's notification of Intention to Award a contract.

14.14 The same collaborative transition and mobilisation approach is expected to apply should any similar transition/mobilisation be needed at the end of this contract to any successor Contractor.

KPIs

14.15 Bidders should be aware that there is a requirement for Central Government Departments to publish the KPI performance of its top Suppliers in relation to its top 3 KPIs. This approach is expected to become the norm for a wider range of contracts within the Contract period. The Authority will work with the successful Bidder to identify the top 3 KPIs for publication, once the Contract has been in place for six months.

14.16 This Contract will be awarded on the basis of continuous improvement, ensuring ongoing evaluation of all aspects of delivery, including resourcing quality, quality of materials, administration, and reporting. The Contractor will also be expected to ensure that service delivery continues to evolve as new methods, approaches and technologies develop.

14.17 It must be noted that all requirements included in this Statement of Requirements are key to successful service delivery. The Authority therefore reserves the right to upgrade any requirements included in the Statement of Requirements to a KPI, or to introduce a Service Level Agreement, at any point during the term of the Contract if we feel that any part of the Statement of Requirements is not being delivered to the required standard, and do not expect any reasonable additions to be rejected.

Dependencies and Constraints

14.18 Timelines: the Contract will need to commence on 1 September 2023.

14.19 Mobilisation: Contractors will need to be operationally ready to deliver certain parts of the service by given milestones in the mobilisation to ensure that the Contract is transitioned into the proposed format as of 1 September 2023.

Part B: Statement of Requirements: the Marshall Scholarship Programme

1. INTRODUCTION

1.1 The Marshall Scholarship Programme (hereafter referred to as the “Programme”) and the Marshall Aid Commemoration Commission (MACC) were created by the 1953 Marshall Aid Commemoration Act. The MACC is an Arms-Length Body, sponsored by the Foreign, Commonwealth and Development Office (FCDO), and provides oversight in accordance with a Framework Agreement.

1.2 The Marshall Scholarship Programme is the UK's flagship US-UK scholarships programme, providing opportunities for young Americans of high academic ability to undertake postgraduate study at a British University and receive a British University degree.

1.3 Since its inception, the Marshall Scholarship Programme has been an exceptional soft power tool of UK foreign policy. As future leaders, with a lasting understanding of British society, Marshall Scholars play a dynamic and critical role in strengthening the special and enduring relationship between the British and American peoples, their governments and their institutions.

1.4 Marshall Scholars (hereafter referred to as “Scholars”) come from diverse backgrounds. Their connections, forged through the arts, humanities, sciences and politics, are key to the national interests of both the UK and the US. Marshall Scholars have gone on to win Nobel and Pulitzer Prizes, and have become scientists, financiers, inventors, educators and law makers. Several Marshall alumni hold key positions in the current US administration.

1.5 The 70th anniversary of the Marshall Scholarship Programme will be marked in 2023.

2. BACKGROUND

The Marshall Administration Commemoration Commission: Mission

2.1 To strengthen US-UK relations and to promote British influence in the United States by providing Marshall scholarships to US citizens of high academic achievement, who have the ability and potential to be future leaders, opinion formers and decision makers.

2.2 To develop a generation of Scholars who have a lasting understanding and appreciation of contemporary British society, and who will add to the enduring ties between the British and American peoples, their governments and their institution, throughout their careers.

Key Stakeholders

2.3 Scholars: up to 50 American postgraduates are selected each year to study in the UK for periods between one and two years, with some awarded third-year extensions. They are chosen based on academic excellence and leadership potential.

2.4 Marshall Administration Commemoration Commission (MACC): a group of ten Commissioners who have been appointed by the Foreign Secretary in accordance with standard public appointments procedures. The Foreign Secretary designates one Commissioner to be the Chair. The FCDO is an ex officio member of the MACC. In addition, the Commissioners select two Marshall alumni to act in the capacity of observer members.

2.5 FCDO: the Sponsoring Department, and as such responsible for ensuring, through the MACC, that the Programme meets its objectives. An FCDO official attends all Commission meetings and meetings of MACC sub-committees (e.g., Audit and Risk Management).

2.6 Ambassador's Advisory Council: a group headed by the British Ambassador in Washington DC and comprising the Chairman of the MACC or his/her nominee, one other Commissioner, the chairmen of the eight Regional Committees, the President of the Association of Marshall Scholars and such other people as may from time to time be invited to serve by HM Ambassador. The Council meets annually to approve the selection of Scholars made by the Regional Committees and to create a shortlist of reserve candidates for the lists submitted by the eight Regional Committees.

2.7 Regional Committees: there are currently eight Regional Committees based around HM Consulates-General in Atlanta, Boston, Chicago, Houston, Los Angeles, New York and San Francisco and the Embassy in Washington DC. The Consuls-General and a representative of HM Ambassador participate in the Committees, which also include former Scholars, academics and senior figures from business, the law etc. The Committees are responsible for Scholar selection.

2.8 US Posts: the eight Consulates-General named above and the Embassy in Washington work with the MACC and its contractor, alongside Marshall alumni, to ensure the smooth running of the selection procedure and to promote the Programme in the US.

2.9 Association of Marshall Scholars Inc. (AMS): the alumni association organises networking events in the US and works closely with the British Embassy and Posts to foster alumni support for UK-US relations.

2.10 UK universities: Scholars may study at any UK university. A number of leading universities and colleges have partnership agreements with the MACC to provide a fee waiver or equivalent concession to Scholars. A list of partnership universities can be found at <http://www.marshallscholarship.org/studyuk|partners>.

2.11 Professional associations: organisations in the US and UK that support the growth and development of the scholarships and fellowships sector e.g. the National Association of Fellowship Advisors (NAFA).

2.12 Partner organisations: this includes universities, private sector organisations, NGOs, who provide significant strategic and financial value to the Programme.

2.13 The Contractor: the remainder of this document sets out the roles and responsibilities of the Contractor.

2.14 For further information on the Marshall Scholarship Programme, see www.marshallscholarship.org.

3 DETAILS OF SERVICES REQUIRED

3.1 The Contractor will be responsible for the successful management and administration of the Marshall Scholarship Programme, from: support for promotion and recruitment of potential applicants; preparing Scholars to come to the UK; support for Scholars during their time in the UK; supporting stakeholders in the US with alumni management and engagement; robust monitoring of the quality of Services provision; financial forecasting and reporting; impact evaluation; administrative support to the Commission, including preparation of annual reports; wider promotion of the Programme, including through a social media presence; and provision of a CEO and Executive Secretariat function.

3.2 The detailed services which the contractor will deliver are shown below under “Detailed Service Specification.”

3.3 The Contractor will need to maintain high quality, relevant and timely contact with the MACC and stakeholders in the US, including the Embassy in Washington, throughout the delivery cycle.

3.4 The Contractor is not expected to participate in selection interviews, and this assumption should be used in preparing the Bid.

3.5 In successfully delivering the Services, the Contractor is expected to incur expenditure that is necessary in order to deliver and enable programme delivery, including payment of tuition fees and stipends. The Contractor will therefore need to specify separately: an annual administration cost for providing Services under the Contract; and accounts of the expenditure which is paid into a bank account by the Authority and disbursed by the Contractor (drawdown or “pass-through” costs).

3. DETAILED SERVICE SPECIFICATION

All target dates/timings are based on working days. The Contractor is responsible for timely, accurate, and successful performance of the below outcomes. Innovations above and beyond these requirements are welcome.

1 Communications

The Contractor is responsible for establishing the Marshall Scholarship Programme as a prestigious and world-leading scholarships programme and promoting its opportunities and excellence. You will strengthen the brand integrity; identify and target key stakeholders; and ensure strong internal project coordination. This involves working closely with stakeholders in the US, in particular the British Embassy Washington and British Consulates-General, and professional associations in the US.

1.1 Ensure that the Marshall scheme is recognised as an HMG/UK-Government scholarships programme, through all Communications (internal and external). Deliver all services under the “Marshall Secretariat” white-label (see “Attachment 02a Statement of Requirements Annexes and Supporting Information; Annex B – Glossary of Terms”).

1.2 Develop and maintain a programme-wide Communications strategy, in agreement with the MACC.

1.3 Plan for project coordination with stakeholders in both the US and UK to ensure a joined-up approach to running the Programme, keeping all stakeholders up to date with significant developments. This includes building and maintaining strong relationships with professional associations as appropriate, e.g. the National Association of Fellowship Advisors.

1.4 Support stakeholders in the US to raise the profile of the Programme, including through production of physical and digital content.

1.5 Host, maintain and update the www.marshallscholarship.org website as a central source of information about the Programme. This should include targeted content for a range of stakeholders, including applicants, Scholars, alumni, partners, and members of the public.

1.6 Develop a suite of tools to measure and articulate awareness of the Marshall brand and embed recommendations into promotional activity.

1.7 Provide an agreed contact point for dealing with non-Scholar enquiries such as Ministerial or media requests. Ensure all responses to non-scholar enquiries are cleared with the MACC prior to publication.

1.8 Provide timely and accurate responses to general queries about the Programme across a range of channels (digital, social media, in-person), consulting stakeholders as appropriate, within a time frame to be agreed with the MACC.

1.9 Deliver, within agreed budget, communications and engagement activity in celebration of the 70th anniversary of the Programme in 2023, in agreement with the MACC.

2 Promoting the Programme

The Contractor is responsible for supporting the generation of an interview pool of high-quality applicants for Marshall scholarships, including the regional interview process in the US, and annual meetings of the Ambassador's Advisory Council in Washington DC. You will build interest and capability amongst diverse target groups, ensure rigorous outreach and selection processes, and ensure potential applicants understand the eligibility and suitability criteria. This involves working closely with stakeholders in the US, in particular the British Embassy Washington and British Consulates-General, alongside professional associations in the US.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

2.1 Annually, support stakeholders in the US to develop communications and marketing strategies to promote the Programme and generate an interview pool of high-quality applicants both in-year and for future application rounds. This includes engagement with professional associations as appropriate, e.g., NAFA.

2.2 Support stakeholders in the US to deliver their strategy on time and to a high standard, using appropriate, effective and value for money channels (digital, social, in-person), and providing additional training and upskilling where required.

2.3 Provide timely and accurate responses to queries from potential applicants across a range of channels (digital, social media, in-person), within a time frame to be agreed with the MACC.

2.4 Develop and deploy centrally produced marketing material and resources (physical and digital) for use by stakeholders in the US throughout the year, particularly during the application period, of a volume to be agreed with the MACC. Note that the FCDO “Diplomatic Bag” service could be used for the movement of physical materials (see “Attachment 02a Statement of Requirements Annexes and Supporting Information; Annex B – Glossary of Terms”).

3 Scholar Selection

The Contractor is responsible for delivering a high-quality experience that facilitates the movement of all scholarship applications through the selection process in a timely and accurate manner. This involves working closely with stakeholders in the US, in particular the British Embassy Washington, British Consulates-General, Regional Committees, and the Ambassador's Advisory Council.

3.1 Provide an Online Application System (OAS) that delivers a high-quality experience to facilitate the movement of all scholarship applicants through the application, assessment and notification process, including regional interviews in the US (see "Attachment 02a Statement of Requirements Annexes and Supporting Information; Annex A – IT Requirements").

On an annual basis:

3.2 Provide administrative advice and support for Scholar selection to the Regional Committees and the Ambassador's Advisory Council, including issuance of the MACC's Memorandum of Guidance for Selection of Scholars, and further support and training as requested.

Interviews

3.3 Work with the MACC, Regional Committees and Ambassador's Advisory Council to ensure all stages of the selection process (e.g. briefing of Selection Committees, interviews, assessment, and data processing) are completed in a timely and accurate manner, as agreed with the MACC.

3.4 Seek formal acceptance of the awards from successful Scholars and advise the MACC and the Ambassador's Advisory Council of acceptances (usually by the first half of December)

Decisions

3.5 Provide regular updates on the progress of the selection phase, at intervals to be agreed with the MACC. This will include, but is not limited to, analytics regarding the volume of applications, data on progress of assessments, and full transparency of any complaints received and their status, in terms of resolution.

3.6 Manage the public announcement of awards in the US and UK, including associated media handling, as agreed with the British Embassy Washington.

3.7 Establish operating procedure and controls with stakeholders in the US and the MACC, responding to queries within 3 days.

3.8 Ensure the use of online solutions is maximized throughout the selection process, exploring new forms of digital/virtual outreach as appropriate, and in agreement with stakeholders in the US and the MACC.

4 Scholar Placing Assistance

The Contractor is responsible for providing high-quality administrative support for Scholar placements at universities in the UK. You will ensure Scholars and universities understand and adhere to the award conditions, and reasonable adjustments are accounted for.

4.1 Ensure the timely and accurate issuance of the necessary paperwork to confirm the scholarship awards and their respective conditions (e.g. Conditional and Final Award letters).

4.2 Provide strong relationship management services with universities in the UK, liaising on administrative aspects of Scholar placements.

4.3 Perform due diligence checks on applicants, liaising with the MACC to ensure potential reputational risks to the Programme and HMG are minimised and/or mitigated.

5 Pre-departure Services

The Contractor is responsible for delivering a high-quality pre-departure experience for new Scholars, ensuring they are prepared and equipped to live and study in the UK. You will ensure timely and accurate administrative preparations, including advice and signposting as appropriate, and booking of travel.

5.1 Support the British Embassy Washington to deliver a high-quality pre-departure briefing event for Scholars, providing materials, resources, and administrative support, as requested.

5.2 Develop and deploy centrally produced material and resources (physical and digital), to support Scholars with the pre-departure process e.g., FAQs.

5.3 Facilitate the travel arrangements of all Scholars to the UK, including booking of flights and providing support for visa applications.

5.4 Provide advice and signposting to support Scholars find the most appropriate courses to meet their stated objectives

5.5 Provide advice and signposting to support Scholars find accommodation in the UK.

5.6 Provide substantive responses to requests and queries from Scholars, within a time frame to be agreed with the MACC.

6 Supporting Scholars in the UK

The Contractor is responsible for ensuring the Programme maintains its competitive position amongst world-class scholarship programmes by ensuring that Scholars have the opportunity to enjoy an excellent programme experience (known as "Marshall Plus"), networking and learning about UK culture, institutions, and way of life. You will also ensure that welfare needs and academic exemptions are managed effectively, including working with universities and academic advisors as appropriate.

Welfare and Policy

6.1 Develop and maintain key Programme policies and processes, including:

- A "Critical Incident Policy" to cover the most severe welfare cases, including protocols for communicating with relevant parties, including family, universities, and embassies.
- An "Academic Interruptions Policy" to consider requests for academic extensions or interruptions in the case of health, poor progress, or other extenuating circumstances.
- A "Disciplinary Policy" to cover the investigation and resolving of any disciplinary issues with Scholars.

6.2 Update and liaise with the MACC within one working day on non-standard and/or sensitive welfare service issues, and within two working days of any indication that a Scholar has personally behaved in a manner which is unacceptable or in any way likely to damage the reputation of the Programme and/or HMG.

6.3 Monitor academic progress of Scholars during the tenure of the award, including mentoring where needed, and involving academic advisers as appropriate.

6.4 Provide a welfare support service for Scholars, staffed by qualified professionals in a range of welfare services. This could be offered directly or via a third party. The service should route participants to: university services, involving academic advisers where relevant; specialised UK agencies; and specialised UK support. The service must be available 7 days a week, including bank holidays. The service could offer additional support services, such as counselling.

6.5 Proactively design and implement measures to support the physical and mental health and wellbeing of Scholars, including signposting to available resources, in agreement with the MACC.

Engagement and Events

On an annual basis:

6.6 Arrange and host, within agreed budget, an induction and orientation programme in London for new Scholars. This may be delivered in collaboration with other HMG scholarships programmes.

6.7 Prepare and deliver, within agreed budget, a programme of engagement for Scholars to understand the UK's culture, institutions, and values, as well as build a sense of community. This should include a variety of high-quality academic and cultural enrichment activities, across the UK. A specified number of places should be available per Scholar, per cohort year (a minimum number of which should take place in person), to be agreed with the MACC. Consideration should be given to benefits the proposed activity will deliver, and adapted to feedback. Risk assessments for Scholar travel should be conducted.

6.8 Provide high-quality guidance and resources to Scholars during their time on the Programme, supporting them to take advantage of the rich opportunities on offer both through the Programme, and in the UK more widely.

Other

6.9 Ensure payments to Scholars e.g. stipends, and universities e.g. tuition fees, are paid accurately and on agreed or requested payment dates.

6.10 Advise Scholars requiring second-year placements, calling on specialist academic advice where necessary, and negotiate those placements with appropriate educational establishments

6.11 Manage the application procedure for third-year extensions, including signposting and guidance to unsuccessful applicants on alternative sources of funding

6.12 Provide visa application support for Scholars to secure new visas for their second and third years of study where necessary.

6.13 Ensure the timely receipt of annual progress reports from Scholars and their supervisors, disseminating to the MACC, together with analysis and trend data.

6.14 Assist departing Scholars with travel and other administrative arrangements.

7 Alumni Engagement

The Contractor is responsible for supporting the growth and development of a vibrant and engaged network of Marshall alumni, who act as a valuable and growing tool of UK soft power. This involves working closely with stakeholders in the US, primarily the Association of Marshall Scholars (AMS).

7.1 Plan for project coordination with stakeholders in both the US and UK to ensure a joined-up approach to strengthen alumni engagement with the Programme, supporting its alignment with stakeholders' planning and initiatives.

7.2 Support the Association of Marshall Scholars to deliver their strategy on time and to a high standard, using appropriate, effective and value for money channels (digital, physical, in-person), as requested.

7.3 Maintain the Programme's alumni database, in such form as agreed with the British Embassy Washington and the Association of Marshall Scholars.

8 Reporting, Data and Evaluation

The Contractor is responsible for ensuring that the Programme's monitoring and evaluation capabilities expand in scope and ambition, to amplify and accelerate its value and impact. You will ensure continuous improvement of the Programme, including benchmarking against other scholarship programmes, and increase the return on influence and investment for HMG and the UK.

Monitoring and Evaluation

In agreement with the MACC:

8.1 Implement proactive performance and implementation monitoring and management strategies to measure efficacy of the Programme towards delivery goals. The Contractor shall monitor its own performance and that of its supply chain against Key Performance Indicators and Service Levels to be finalised following Contract Award. Where delivery goals are off track, the Contractor will have a clear process for course correction.

8.2 Implement robust and proactive performance and implementation monitoring and management strategies to measure impact of the Programme.

8.3 Design and deliver comprehensive and robust evaluation of the Programme's outcomes and impact through both qualitative and quantitative means. This includes producing strong data sets for continued long term impact assessment.

8.4 Collect and report key programme data, ensuring that data is provided in a timely and accurate manner, as agreed with the MACC. Basic data (e.g., participant statistics) should be available within 1 hour, and more complex data (e.g., FOI requests, Parliamentary questions) within 3 working days, upon request.

8.5 Collate post-course evaluation data from Scholars on their return to the US and disseminate, with appropriate analysis, to the MACC, US Posts and the AMS, as advised by the MACC.

8.6 Ensure responsibility for the receipt, processing, filing/retrieval, management, and retention/disposal of all records and information associated with the delivery life cycle.

8.7 Conduct regular satisfaction surveys with all Scholars, measuring satisfaction with all aspects of the Services.

8.8 Provide reports and administrative oversight of other development funds relevant to the Programme.

Continuous Improvement

8.9 Work closely with the MACC to develop appropriate guidance and policy, alongside programme design elements, to achieve the Programme's strategic aims. Ensure continuous improvement of the Services with a view to reducing the cost to the MACC and improving the quality and efficiency of delivery. This could include regular reviews on each element of the service; processes to gather and action feedback and satisfaction rates from key stakeholders; benchmarking and lessons-learned from other scholarship programmes (e.g., Fulbright, Kennedy, Rhodes); and identifying best practice and emerging trends.

8.10 Submit, within three months of the Contract Start Date, a Continuous Improvement Plan (CIP) that is to be agreed with the MACC. The Contractor shall update the CIP on a quarterly basis.

8.11 Develop and maintain a close working relationship with the British Embassy Washington and Consulates-General, seeking the means to improve, streamline and, where necessary, restructure the application, assessment, and notification process to meet their evolving needs.

8.12 Support the MACC to strengthen liaison with the FCDO and other Government departments, communicating the value of the Programme and providing opportunities for cross-Government engagement with Scholars and other key stakeholders.

9 Finance, Budgets and Internal Control

The Contractor is responsible for ensuring, through supply of timely and accurate financial and budget information, that the MACC has the necessary data to manage all aspects of the programme budget including accurate Scholar costs and wider operating expenses. You will also ensure that the MACC achieves the best value for money in all purchases required under the Contract.

9.1 Within 10 days of Quarter end, provide a detailed monthly account of Contractor-managed spend (drawdown costs and administration costs) to the MACC and FCDO in an agreed reporting format. Details should include, but not be limited to: accounting period covered, awardee unique ID, expenditure type, expenditure description and expenditure amount. Contributions from partners must be separately identifiable, and the period to which the funding relates shown. Supporting analysis will be required for course fees incurred, detailing discounts received and providing details of the period to which the fees paid relate. Any changes to administration costs should be highlighted.

9.2 Within 10 days of Quarter end, provide an accurate forward forecast of Contractor - managed spend (drawdown costs and administration costs) to the MACC and FCDO, to agree the spend for the following Quarter. Should there be a need to transfer budget across sectors or within sectors, ensure that the transfer is submitted to the MACC and FCDO for approval and procedures are followed, as agreed with the MACC and FCDO.

9.3 Operate a dedicated bank account for the Programme, into which the FCDO will pay the Grant-in-Aid on a Quarterly basis.

9.4 Issue invoices for Contractor -managed spend (drawdown costs and administration costs) on the first day of each Quarter. Payments will be made in advance upon receipt of a valid invoice via FCDO's finance platform (HERA). Ensure that each invoice contains all appropriate references and a detailed breakdown of the services to be supplied and that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice.

9.5 Maintain accounts in accordance with HM Treasury and National Audit Office standards governing Non-Departmental Public Bodies.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

9.6 Annually, prepare the estimated Grant-in-Aid required for the following financial year for approval at the October meeting of the MACC and onward transmission to the FCDO.

9.7 Make and authorise payments in accordance with the objectives of the MACC, including release of relevant programme funds and ensuring payments are made accurately and on time (e.g. tuition fees, stipends).

9.8 Prepare the Annual Financial Report and Accounts and arrange for them to be audited annually by the National Audit Office, and allow access to accounting and management information by Internal Auditors, as selected by the MACC.

9.9 Participate in any evaluation of its work undertaken by the MACC or the FCDO, providing any information requested promptly and accurately.

9.10 Strive to achieve the best value for money in all purchases required under this Contract, including procurement processes that are proportionate to the size and risk of the spend. As part of regular reporting to the MACC, evidence of robust commercial management should be provided, including any savings achieved.

9.11 Where the Contractor enters into a sub-contract for the purpose of performing its obligations under the contract, ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor as soon as possible and in any event not exceeding 30 days from receipt of a valid invoice. The Authority reserves the right to request information regarding payment performance and will provide a facility for sub-contractors to report poor performance to the Authority

9.12 Grant the FCDO and MACC the right to inspect the finance systems and processes operated by the Contractor and check the accuracy of data held by the Contractor, at any time.

10 Partnerships

The Contractor is responsible for central partnerships activity and strategy, working towards an increase in partnerships and diversification of funding streams. You will ensure high-quality and sustainable partnerships that provide significant strategic and financial value to the Programme. You will also grow and maintain relationships with prospective and existing partners (e.g., universities, private sector organisations, NGOs).

10.1 Develop and maintain a central Partnerships strategy, in agreement with the MACC.

10.2 Work towards a target of partnership income, either in cash or in kind, each financial year, to be agreed with the MACC following Contract Award.

10.3 Support stakeholders in the US in their efforts to manage, develop and engage their network of local, in-country, partners.

10.4 Explore additional ways to develop programme funding, including diversification of funding streams, in consultation with the MACC.

11 Chief Executive Officer Services

The Contractor will provide a Chief Executive Officer (Senior Policy Executive) for the MACC. The roleholder will report to the Chair of the MACC during the Contract tenure and fulfil the below duties.

Purpose

This strategic post is responsible for directing and developing the Marshall Scholarship Programme's professional services operations, in support of the MACC's objectives. The roleholder will report directly to the MACC and the ARM (Audit and Risk Management Committee) on the operations, risk management, and progress against objectives of the Programme, and conduct activity of significant strategic importance. This includes, but is not limited to, the strategic and active management of resources, staff and infrastructure and the development of administrative and business functions. The roleholder will be the most senior representative of the Contractor to the MACC, with a formal reporting line to the Chair of the MACC, and accountability to the Commission for administrative, professional and managerial strategies and advice.

The roleholder will influence and shape the available resources as appropriate to meet current and future needs of the Programme and will have a significant impact on its direction, strategy, objectives and results. They will take a problem-solving approach to issues and the implementation of strategy and operations, which may be informed by relevant Contractor information, but ultimately determined on the basis of supporting MACC objectives. As a senior leader, the roleholder will also be expected to support, advocate and implement decisions once taken, and act as a representative of the MACC, where requested. They will play a key role in ensuring effective partnership between the Programme's professional services operations and the MACC.

Responsibilities

- Overall responsibility for the delivery of the Programme's professional services operations, including effective delivery of the Executive Secretariat function.
- Reporting directly to the MACC and the ARM (Audit and Risk Management Committee) on the operations, risk management, and progress against objectives of the Programme.
- Accountability to the Chair of the MACC for the proper management of the finance and resources of the Programme.
- Leading strategic change management in the Programme's professional services operations. This includes creation and development of policies and procedures, through appropriate consultation and negotiation with stakeholders, and in agreement with the MACC.
- Representing the Programme's professional services at senior level and beyond, and ensuring its professional services operations comply with MACC, and wider HMG, policy and strategy.
- Operating effectively as a senior administrative leader on behalf of the MACC, where requested.
- Supporting the exploration of diversified funding routes, including preparation of business cases, where requested.

Skills/Experience

- Excellent operational management, strategic and business planning skills.
- Proven leadership and change management skills.
- Proven ability to handle sensitive and confidential issues and manage conflict effectively.
- High degree of initiative, responsibility and self-motivation and a professional and proactive approach to problem solving.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

- Proven ability to communicate effectively with stakeholders at all levels, including Scholars, and to work effectively and collaboratively with academic and administrative colleagues.
- Proven ability to motivate, negotiate with and influence both individuals and teams.
- Financial awareness and financial management skills.
- Awareness of the Higher Education and/or Scholarships and/or Grants sector, including decision making, structures and procedures, particularly within the US and UK.

12 Executive Secretariat Services

The Contractor will provide an Executive Secretariat for the MACC. The roleholder will report to the Chair of the MACC during the Contract tenure, and fulfil the below duties.

- Organising plenary meetings of the MACC (normally five per annum), including the Audit and Risk Management sub-committee (normally five per annum); providing premises for the meetings; drafting agendas for agreement by the Chair; compiling and distributing papers to the MACC; recording and circulating minutes to the MACC; and other governance support as required.
- Ensuring compliance with the MACC's Management Statement and Financial Memorandum agreed with the FCDO.
- Drafting the MACC's annual corporate plan in accordance with MACC priorities and guidelines for Non-Departmental Public Bodies, for approval by the MACC and submission to the FCDO, according to the timetable set by the FCDO.
- Drafting for approval by the MACC the Commission's Annual Report to Parliament, for submission to the Secretary of State for Foreign Affairs as soon as possible after 30 September each year and the Annual Accounts as soon as possible after the end of the financial year.
- Developing a suite of tools and documents to measure and articulate the success of the Programme, including appropriate methodologies to measure, track and evaluate performance.
- Advising the MACC on compliance with relevant government policies and initiative.
- Provision of accurate and timely management information, with detailed analysis and trend data, as required by the MACC, normally three per annum.
- Ensuring that all information required by the MACC and FCDO (e.g., to answer Parliamentary Questions or complete internal surveys) is provided promptly and accurately in accordance with a timetable agreed between the MACC and the FCDO.
- Carrying out a survey of key stakeholders (including the MACC) to obtain feedback on all aspects of the Service performance, in a manner and regularity agreed with the MACC. Findings should be submitted to the MACC.
- Arranging, and providing the premises for, any ad hoc meetings requested by the Chair of the MACC.
- Advising the MACC on all matters relating to Health and Safety and any other statutory requirements to which the MACC is subject.
- Advising the Data Controller on all requirements of Data Protection and FOI.
- Developing and maintaining an engagement policy and day-to-day advice, as required, to the Chair of the MACC on non-Scholar enquiries, such as Ministerial or media engagement.
- Developing and maintaining a fundraising policy.

13 Other

Social Value

13.1 The Authority has identified 'improve community integration' as the Social Value Policy Outcome for this procurement. See the Public Services (Social Value) Act 2012: <https://www.legislation.gov.uk/ukpga/2012/3/enacted>

13.2 This Act requires English and Welsh public authorities (subject to some exclusions in relation to Welsh authorities) to consider, at the pre-procurement (preparation and planning) stage:

- How, what is proposed to be procured, might improve the economic, social and environmental wellbeing of the relevant area;
- How, in conducting the process of procurement, it might act with a view to securing that improvement; and

13.3 Whether to undertake any consultation on the above. Bidders will be required to respond to a question in the Technical evaluation describing the commitment their organisation will make to ensure that opportunities under the contract deliver the Social Value Policy Outcome of 'improving community integration'.

Inclusion, Belonging and Diversity

13.4 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age or any other protected characteristic and without prejudice to the generality of the foregoing the supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and or other relevant or equivalent equalities legislation (or any statutory modification or re-enactment thereof).

13.5 The Contractor shall be responsible for carrying out Services on behalf of the Authority which shall require it to deal directly with members of the public and the Authority's staff. The Contractor shall be required to adopt HMG's obligation to proactively promote equality in respect of all aspects of inclusion, belonging and diversity as identified below, throughout all of its functions and policies which impact on its delivery of the Contract;

- Age
- Disability
- Gender (including Transgender)
- Race
- Religion or belief
- Sexual Orientation
- Gender identity
- Marriage and civil partnerships.
- Pregnancy and maternity/Paternity
- Caring responsibilities
- Any other factor relevant to a person's work or experience of the learning product.

13.6 The Authority has a Zero tolerance on Bullying, Harassment and Discrimination policy and is compliant with the Equality Act 2010. We use the Disability Confident: <https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer> (formerly Two Ticks) Scheme to promote the effective implementation of Workplace Adjustments for staff. The supplier is expected to demonstrate and apply a positive approach to all statutory duties relevant to this contract including but not limited to the Equality Act 2010.

13.7 Disability Confident requires employers to make Workplace Adjustments to arrangements that place a disabled person at a substantial disadvantage in comparison with non-disabled persons. Specifically for disabled users, this includes the provision of Workplace Adjustments working in conjunction with Universities' Disability and Workplace Adjustment Teams.

13.8 The Contractor must ensure that digital and technical applications are appropriate to applicants with specific learning needs; they should consult with the Authority and the relevant agreed parties both for immediate and future needs of applicants and participants.

13.9 The Contractor should also proactively work to embed inclusion, belonging and diversity outcomes into programme delivery, including promoting diversity among the selected participants, their choice of courses and host educational establishments, and the home educational establishments from which applicants and participants come. Tools could include development of specific guidance and policy, or recommendation of appropriate programme design elements.

13.10 The Authority would expect the Contractor to hold a Level 1 status known as Disability Confident Committed and progress to Level 2 (Disability Confident Employer) within one year.

Partnership

13.11 Fundamental to the success of these contracts will be a commitment on the part of the Contractor to work with the Authority, including key stakeholders in the US. The Contractor will be expected to work collaboratively, sharing best practice and a commitment to resolve challenges and issues. Bidders will be expected to demonstrate these skills through the Technical evaluation.

Mobilisation/Transition

13.12 The Authority, in partnership with Authority Commercial colleagues, will work with the appointed Contractor to agree a transition and/or mobilisation plan for implementation.

13.13 In the event of a service transition, the Contractor will be expected to work with existing Authority Contractor(s) throughout this period and must be fully available for detailed transition and implementation planning from the date of the Authority's notification of Intention to Award a contract.

13.14 The same collaborative transition and mobilisation approach is expected to apply should any similar transition/mobilisation be needed at the end of this Contract to any successor Contractor.

KPIs

13.15 Bidders should be aware that there is a requirement for Central Government Departments to publish the KPI performance of its top Suppliers in relation to its top 3 KPIs. This approach is expected to become the norm for a wider range of contracts within the Contract period. The Authority will work with the successful Bidder to identify the top 3 KPIs for publication, once the Contract has been in place for six months.

13.16 This Contract will be awarded on the basis of continuous improvement, ensuring ongoing evaluation of all aspects of delivery, including resourcing quality, quality of materials, administration, and reporting. The Contractor will also be expected to ensure that service delivery continues to evolve as new methods, approaches and technologies develop.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

13.17 It must be noted that all requirements included in this Statement of Requirements are key to successful service delivery. The Authority therefore reserves the right to upgrade any requirements included in the Statement of Requirements to a KPI, or to introduce a Service Level Agreement, at any point during the term of the Contract if we feel that any part of the Statement of Requirements is not being delivered to the required standard, and do not expect any reasonable additions to be rejected.

Dependencies and Constraints

13.18 Timelines: the Contract will need to commence on 1 September 2023.

13.19 Mobilisation: Contractors will need to be operationally ready to deliver certain parts of the service by given milestones in the mobilisation to ensure that the Contract is transitioned into the proposed format as of 1 September 2023.

02a Statement of Requirements Annexes and Supporting Information

Annex A: IT Requirements

This Annex is designed to guide Bidders in understanding the expected requirements of the IT Service delivered as part of the Contract. This Annex is applicable to both the Chevening and Marshall administration service requirements (see "Attachment 1 - Statement of Requirements Chevening Scholarships Programme; Attachment 2 - Statement of Requirements Marshall Scholarship Programme"). Bidders are also encouraged to review the relevant DPS Schedules in conjunction with this Annex (see "Attachment 4 - Draft DPS Call-Off Order Form for Provision of Chevening and Marshall Scholarships Administration Services Contract").

Summary

In delivering the Contract, the Contractor is required to provide an IT Service, which notably includes an Online Application System that delivers a high-quality experience to facilitate the movement of applicants through the award application, assessment and notification process, in line with eligibility criteria agreed with the Authority (see "Attachment 1 - Statement of Requirements Chevening Scholarships Programme; Attachment 2 - Statement of Requirements Marshall Scholarship Programme").

The Contractor will be required to work collaboratively with the Authority, as well as users of the IT Service, to discover and understand their needs, during development and implementation of any solution.

Non-Functional Requirements

It is expected that the IT Service provided by the Contractor will function in the following manner:

| NFR ID | Area | Description | Priority |
|---------------|--------------------------|--|-----------------|
| 1 | Assessment and Assurance | <p>The Contractor must:</p> <ul style="list-style-type: none"> • Work within guidelines set out in the Government's Service Standard; • Demonstrate a good understanding of technical standards and contract design; • Monitor and evaluate that the IT Service is built to meet users' needs across all countries and territories in which the relevant Programme operates; • Participate in service assessments so that compliance with the Service Standard can be determined. | Must have |
| 2 | Accessibility | <p>The Service must:</p> <ul style="list-style-type: none"> • Be compliant with at least WCAG 'AA' Standard (Accessibility); • Be compliant with ISO 9241-171:2008 (Ergonomics of human-system Interface); • Have solution documentation written in British English and including a title sheet and document history (version, date, author, change history) • Have sufficiently detailed technical/security/service/integration design documentation to allow the Authority to scope an independent pen test. | Must have |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | |
|---|---|---|-----------|
| 3 | Integration | <p>The Contractor must:</p> <ul style="list-style-type: none"> • Work with the Authority to ensure services are accessible from Authority systems, including liaison on the appropriate assurance reviews (design reviews/pen tests). Please note that consumer grade data exchange services (e.g., Dropbox, WeTransfer) are typically not accessible from FCDO systems, unless a contract is in place and assurance reviews can be carried out. • Work with the Authority to ensure compatibility with the latest versions of the Authority's software (e.g., Firecrest and Osprey for FCDO users), along with all major desktop and mobile browsers (Chrome, Firefox, Safari, Edge, etc). Where client software is required to be installed, a web-based solution is typically preferred. | Must have |
| 4 | Availability and monitoring | <p>The Service must:</p> <ul style="list-style-type: none"> • Have no single point of failure; • Back up all databases and file systems without any downtime; • Send an automated alert in case of any major impacting scenarios; • Be 99.5% available for any local/DR failure during the key application period, across all countries/territories in which the relevant Programme operates. | Must have |
| 5 | Interoperability | <p>The Service must:</p> <ul style="list-style-type: none"> • Have user interfaces (UI) built using responsive components, suitable for viewing on a range of device types (PC, Mac, tablet, smart phone, etc.); • Be UI compatible with all major desktop and mobile browsers (Chrome, Firefox, Safari, Edge, etc.). | Must have |
| 6 | Data export | <ul style="list-style-type: none"> • Any Contract states indicative costs (if applicable) and means of data extraction on termination of contract/service. | Must have |
| 7 | Capacity and Performance Management | <p>The Service must:</p> <ul style="list-style-type: none"> • Have user interfaces that respond to data requests and process events / responses in a time commensurate with modern digital services, such that user experience is not impaired; • Handle daily volumes without any degradation in system performance. | Must have |
| 8 | Reliability, Resilience and Disaster Recovery | <p>The Service must:</p> <ul style="list-style-type: none"> • Have adequate disaster recovery protocols in place such that it fails over automatically to another active local instance of the component; • Ensure no loss of important transactions, with automatic transaction recovery in place; • Ensure testing of the disaster recovery solution on a periodic basis. | Must have |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | |
|----|-----------------|--|-----------|
| 9 | Security | <p>The Service must meet or exceed the expectations set out in:</p> <ul style="list-style-type: none">• The Buyer's Security Policy, including Schedules on "Security" (Part B – Long Form Security Requirements), "Cyber Essentials" and "ICT Services" (see "Attachment 4 - Draft DPS Call-Off Order Form for Provision of Chevening and Marshall Scholarships Administration Services Contract").• The UK Government's Security Policy framework;• The National Cyber Centre Security Centre (NCSC) Guidelines, including staff training as appropriate;• The FCDO's security assurance process, which considers the vulnerabilities of the IT Services, remedial action to address these and any residual risk;• The NCSC's Cyber Assurance Framework (CAF). <p>The Contractor must:</p> <ul style="list-style-type: none">• Define its defences against the top ten security threats identified by the OWASP foundation;• Ensure the solution supports Multi-Factor Authentication;• Have an agreed Access Control Policy outlining user, role and permission administration and delegation functions;• Ensure the solution is secured against direct, unauthorised access. Direct access is permitted only for internal, authorised users;• Ensure that any communication between the user's web browser and the component is carried via HTTPS, following NCSC guidance for selection of appropriately secure cipher suites;• Secure the exchange of information with approved third parties when deemed necessary;• Give regular assurance on security requirements, including for the supply chain as required;• Agree a process for providing the FCDO Security Operations team with sight of security logs related to the use of the service (ideally through a security log export into the FCDO SIEM). | Must have |
| 10 | Data Protection | <p>The Service must meet or exceed the expectations set out in:</p> <ul style="list-style-type: none">• UK General Data Protection Regulations• The Buyer's Schedule on "Data Processing" (see "Attachment 4 - Draft DPS Call-Off Order Form for Provision of Chevening and | Must have |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | |
|----|--|---|-----------|
| | | Marshall Scholarships Administration Services Contract”). This includes identifying all the sensitive data that it manages and ensure that they are adequately protected. | |
| 11 | Testing and Change Management Approach | The Contractor must: <ul style="list-style-type: none"> • Have a documented approach to various forms of testing and related processes, including assurance to the Authority in the form of a regular IT Service assurance statement; • Ensure planned changes are conducted in a controlled manner and communicated to the Buyer at least 24 hours in advance of the change taking place; • Document test results and mitigations, including monitoring all important system KPIs (e.g., CPU, memory, threads, DB connections) using standard tools in place within the vendor’s network/cloud. | Must have |
| 12 | Training and Guidance | The Contractor must: <ul style="list-style-type: none"> • Provide documentation detailing user instructions for all system users. This must include an end user guide, training material and online help. | Must have |
| 13 | Supply Chain | The Contractor must: <ul style="list-style-type: none"> • Monitor and confirm within the assurance statement that any subcontractors adhere to those IT requirements indicated as mandatory. | Must have |
| 14 | Supportability | The Service must: <ul style="list-style-type: none"> • Be appropriately licensed. • Be up to date for all important product patches by the vendor. | Must have |

Functional Requirements

In delivering the Contract, the Contractor is required to provide an Online Application System (OAS) that delivers a high-quality experience to facilitate the movement of applicants through the application, assessment and notification process, in line with eligibility criteria agreed with the Authority. The Contractor should ensure consideration is given to the global nature of programme delivery, where applicable (see "Attachment 1 - Statement of Requirements Chevening Scholarships Programme; Attachment 2 - Statement of Requirements Marshall Scholarship Programme”).

It is expected that the Online Application System provided by the Contractor will perform the following functions:

| FR ID | Area | Description | Priority |
|-------|----------------------------|---|-----------|
| 1 | Usability/ User Experience | Collect information required to create a user account, for example: <ul style="list-style-type: none"> • Username • Password | Must have |
| 2 | Data provision | Collect information about individuals, for example: <ul style="list-style-type: none"> • Applicant details and declarations • Essay questions (with word count) | Must have |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | |
|----|-----------------------------------|--|-------------|
| | | <ul style="list-style-type: none"> University and course preferences Work-experience requirement <p>This information will be used to verify that the proposed activity and those participating in the activity are eligible.</p> | |
| 3 | Availability | Ensure that the application form will be always available to applicants during the period that the application process is open. | Must have |
| 4 | Usability/ User Experience | Ensure that the application form will be accessible to all users, including those with specific accessibility requirements. | Must have |
| 5 | Usability/ User Experience | Ensure that the application form will be clear and easy for users to navigate. | Must have |
| 6 | Usability/ User Experience | Allow applicants to access the application form, across a wide range of modern browsers (e.g., Chrome, Edge), including applicants using older versions of current operating systems. | Must have |
| 7 | Usability/ User Experience | Enable applicants to save their progress when completing the application form. | Must have |
| 8 | Data access | Provide levels of access rights so that staff users who need to access, monitor or assess the information on the system can only view the information that is necessary for them to perform their job. | Must have |
| 9 | Interoperability / Data provision | Ensure that all assessment scores, decisions and supporting comments can be recorded against each application. | Must have |
| 10 | Data export capability | Enable the provision of reports and statistics to the Authority. The scope of this data and the frequency with which it will be provided will be defined by the Authority once the functionality of the IT Service is known. | Must have |
| 11 | Data export | Provide a function which allows data to be downloaded and provided to the Authority so that it can be migrated to a new platform if needed. | Must have |
| 12 | Management information | Provide a function which tracks the total number of applications by country and region, and other categories to be determined with the Authority (e.g., university, course, subject, gender, ethnic minority). | Must have |
| 13 | Interoperability | Allow applicants to complete the application form from any device (e.g., PC, Mac, tablet, smart phone, etc). | Must have |
| 14 | Usability/ User Experience | Confirm to the user that an application has been submitted before the deadline. | Must have |
| 15 | Data provision | Ensure that scores, decisions and any comments relating to applications are recorded in such a way that they may be easily understood by approved members of staff so that they can establish which applications have been successful and which applications have not been successful. | Must have |
| 16 | Usability/ User Experience | Ensure that mandatory fields in the application form are clearly identified. | Should have |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | |
|----|----------------------------|---|-------------|
| 17 | Usability/ User Experience | Notify applicants if they have not completed a mandatory field on the application form. | Should have |
| 18 | Usability/ User Experience | Provide drop down lists on core fields in the application form to ensure that core data is provided and collected in a uniform manner. | Should have |
| 19 | Usability/ User Experience | Allow applicants to upload documents in a variety of open-source formats (e.g., text documents, spreadsheets, PDFs) to support their applications if necessary. | Should have |
| 20 | Usability/ User Experience | Allow applicants to make edits to their university or course preferences within a limited period, and to give status updates on offer status. | Should have |
| 21 | Usability/ User Experience | Enable both non-bespoke and bespoke communications regarding applications (e.g., requests for further information, confirmation that applications have been successful) to be sent to applicants. | Should have |

Annex B – Glossary of Terms

This Annex is designed to support Bidders with further information on commonly used terms and phrases within the Statement of Requirements (see "Attachment 1 - Statement of Requirements Chevening Scholarships Programme; Attachment 2 - Statement of Requirements Marshall Scholarship Programme").

| Term | Definition |
|-----------------------------------|---|
| Chevening/Marshall | |
| Academic Year | This is typically measured from 1 September to 31 August, as opposed to the Financial Year, measured 1 April to 31 March. |
| Contract Year | A consecutive period of twelve months commencing on the Start Date or each anniversary thereof. |
| Diplomatic Bag | An internal delivery service that can be used for transport of goods and materials between FCDO in the UK and Posts. If used, the Contractor is required to arrange packaging and delivery to a central UK location. |
| IT Service | The IT infrastructure required to deliver each Programme, including but not limited to the Online Application System (OAS), website, and scholar and alumni databases. |
| Key Performance Indicators (KPIs) | Quantifiable measures used to monitor the performance of the Contractor in meeting defined objectives. |
| Online Application System (OAS) | The system facilitating the timely and accurate movement of scholarship (and fellowship, where applicable) applicants through the application, assessment and notification process. |
| Drawdown or "pass-through" costs | In successfully delivering the Chevening and Marshall administration services, the Contractor is expected to incur expenditure that is necessary in order to deliver and enable programme delivery, including tuition fees and stipends. The Authority is the budget holder for these costs, with the expenditure paid into a bank account by the Authority and disbursed by the Contractor (drawdown or "pass-through" costs). |
| Services | Services made available by the Contractor as specified in the Statement of Requirements (see "Attachment 1 - Statement of Requirements Chevening Scholarships Programme; Attachment 2 - Statement of Requirements Marshall Scholarship Programme") and in relation to an Order Contract as specified in the Order Form. |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| Chevening | |
|--------------------|--|
| Cash card | Cards provided to participants at the start of their time on the Programme, to support with their first stipend and initial set up costs. These are currently provided by MasterCard. Scholars will typically set up their own bank account upon arrival in the UK. Fellows may continue to use cash cards during their time in the UK, given the short duration of their courses. |
| Chevening Officers | FCDO employees based at Post with responsibility for local delivery of the Programme, through the hub and spoke delivery model. The percentage of time spent on Chevening delivery per roleholder ranges, depending on local resource planning and delivery requirements. |
| Fellowships | Short courses for mid-career professionals in target themes and regions. These are typically 8–12-week bespoke courses procured from universities with specific expertise e.g. Oxford, Westminster, and Cranfield. The Contractor is involved in procurement and contract management of these courses. More information can be found at: https://www.chevening.org/fellowships . |
| Posts | British Embassies and High Commissions, based in countries/territories around the world, who play an important role in the administration of the Programme. |
| Reading Committee | A group of independent assessors who review eligible applications for applications. Individuals are typically recruited on a short-term basis during the application period as either regional or academic assessors. Each committee will be assigned a group of applications from a country or region to assess. |
| White labelling | A reference to the Contractor's removal of their brand and logo from marketing and communications activity and products, instead uses the branding requested by the Authority. This is in reference to the use of the "Chevening Secretariat" brand, rather than the Contractor's own, for marketing, communications and other aspects of programme delivery where branding is required. |

Annex C - Prior Usage Annex (Chevening only)

This Annex has been designed to provide Bidders with contextual information relating to the costs for the delivery of the Chevening Programme that sit outside of the administration costs. The below table provides a guideline example of spend on (a) drawdown or "pass-through" costs and (b) costs managed and paid directly by the FCDO and/or Posts. As detailed in the relevant Statement of Requirements (see "Attachment 1 - Statement of Requirements Chevening Scholarships Programme"), Bidders will need to demonstrate their ability to ensure that the Authority has the necessary data to monitor these aspects of the programme budget, including accurate Scholar costs and operating expenses, and that the best value for money is achieved in all purchases required under the Contract. Please note that the costs below do not include the costs of Contractor staff to deliver the Services and are for guidance only. Figures have been rounded as appropriate.

Drawdown or "pass-through" costs

These are costs managed by and "passed through" the Contractor, via a monthly drawdown payment by the FCDO into a bank account. The FCDO is the budget holder for these costs, which sit outside of the administration costs.

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| Item | Approximate 21/22 spend | Forecasted 22/23 spend | Definition | Commentary |
|------------------------------|-------------------------|------------------------|--|--|
| Award Costs | | | | |
| Carry-over Scholar costs | £10,000,000 | £12,000,000 | For FY 21/22, these were scholar stipends, allowances and flight costs for the AY 2020/21 scholar cohort, which were paid until their courses ended in September 2021, and some residual costs associated with scholars from the AY 2019/20 cohort. | |
| Newly selected Scholar costs | £46,000,000 | £41,000,000 | For FY 2021/22, these were direct costs relating to the next academic year scholar cohort (tuition fees, stipends, allowances, flights, etc.). Awards were confirmed in June and July, and costs incurred between September/October 2021 and March 2022. | |
| Fellowship costs | £700,000 | £2,000,000 | Contractually committed costs to our Contractors to deliver fellowship programmes. | <i>For FY 21/22, this was a lower than usual spend, due to Covid-19.</i> |
| Non-Award Costs | | | | |
| Communications | £197,000 | £180,000 | This includes software/tools (not including the Online Application System), website costs, digital marketing, physical marketing, and content design/acquisition. It does <u>not</u> include Contractor staff to deliver the service. | |
| Alumni management | N/A | £1,500 | This includes digital and physical marketing, and competition prizes. It does <u>not</u> include Contractor staff to deliver the service. | |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|-------------------------------|------------|------------|--|--|
| Regional staff conferences | N/A | £50,000 | This is for the delivery of a staff conference sharing learnings and best practice in delivering the Programme. It does <u>not</u> include Contractor staff to deliver the service. | <i>For FY 21/22, this was a lower than usual spend, due to Covid-19.</i> |
| Programmes | £3,000 | £16,000 | This includes UK profile raising, E&D training and cyber training. It does <u>not</u> include Contractor staff to deliver the service. | <i>For FY 21/22, this was a lower than usual spend, due to exceptional one-off costs.</i> |
| Welfare and immigration | £135,000 | £520,000 | This includes compassionate flights and disability funding. It does <u>not</u> include Contractor staff to deliver the service. | <i>Welfare costs can fluctuate significantly depending on the needs of participants each year e.g., extensive care needs.</i> |
| Other | £140,000 | £52,000 | This includes immigration costs, hardship payments, bank charges, scholar advances and repayments for housing deposits. It does <u>not</u> include Contractor staff to deliver the service. | <i>Hardship payments can fluctuate depending on the needs of participants each year. For FY 21/22, this was a higher than usual spend, due to exceptional one-off costs.</i> |
| Other | | | | |
| Events and engagement | £290,000 | £500,000 | This includes the whole-cohort scholar orientation and farewell events, partnership events, alumni events, and scholarship and fellowship engagement activity. It does <u>not</u> include Contractor staff to deliver the service. | <i>For FY 21/22, this was a lower than usual spend, due to Covid-19.</i> |
| Income/In-Kind Support | | | | |
| Corporate partner income | £3,500,000 | £3,400,000 | Income received from corporate partner income, including both central (London-based) | |

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

| | | | | |
|----------------------------|------------|------------|--|--|
| | | | and local (international) partners. | |
| University partner support | £2,800,000 | £3,800,000 | In-kind support received from university partners above the 20% fee waiver (i.e. full tuition fee waivers), not including a fee reduction. | |
| University fee waivers | £7,200,000 | TBC | In-kind support received from university partners, in the form of a standard 20% fee waiver. | |

FCDO/Post managed costs

These are costs managed and paid for directly by the FCDO and/or Posts:

| Item | Approximate 21/22 spend | Forecast 22/23 spend | Definition | Commentary |
|--------------------------------------|-------------------------|----------------------|--|---|
| Promotion | £71,000 | £64,000 | | |
| Alumni General Fund and Welcome Home | £40,000 | £58,000 | | |
| Marketing projects | N/A | £20,000 | | <i>This was set up as a new workstream in FY 22/23.</i> |
| Chevening Alumni Programme Fund | £240,000 | £300,000 | | |
| Miscellaneous Post Costs | £110,000 | £23,000 | | <i>For FY 21/22, this was a higher than usual spend, due to due to exceptional one-off costs.</i> |
| Visas and IHS | £1,700,000 | £1,500,000 | The cost of visas and IHS. This cost is for both the Chevening and Marshall Programmes | |

Annex D – FCDO Environmental Policy

In order to address the threat from climate change, FCDO has made promoting sustainable global growth part of its priorities. FCDO is determined that all aspects of its operations at home and overseas are managed sustainably.

"The UK are poised to host the next major global climate negotiations, in partnership with Italy. Over 30,000 delegates from around the world will come together to commit to ambitious action to tackle climate change. We're ready to bring the world together to make sure we leave our precious environment in a better state for our children. The Foreign and Commonwealth Office aims to lead the world and deliver a sustainable future whilst reducing long term costs to the British taxpayer." Dominic Raab, Foreign Secretary

We are committed to improving the environmental sustainability of the FCDO's operations and enable staff to understand their environmental responsibilities and act appropriately at all times to achieve high standards of environmental sustainability throughout all our operations. We are therefore committed to continual improvement in our environmental performance, protecting the environment, preventing pollution, improving resource efficiency and minimising to the extent reasonably practicable adverse environmental impacts to ensure that no environmental harm is done.

Corporate rule

All FCDO employees, contractors, suppliers and partners must play a role in maintaining and improving a sustainable working environment by giving due regard to environmental issues in their day-to-day activities.

Through implementation of this policy we endeavour to:

- Continually monitor and improve environmental management and performance of our operations in line with the Greening Government Commitments
- Ensure that we meet, and where possible, exceed the requirements of all applicable UK and international environmental legislation, standards and codes of practice to which we subscribe; and require contractors and suppliers to do the same
- Increase employee awareness and engagement in environmental sustainability to help integrate these factors into all business decision making

We will work to fulfil these commitments by:

- Reducing the impacts of operational activities by raising awareness and increasing staff engagement of sustainable development throughout the Department
- Ensuring our global operations are managed towards becoming net zero by 2050 or earlier.
- Setting targets for the UK estate in line with Greening Government Commitments, maintaining a robust system for monitoring and appraising environmental performance - covering reductions in greenhouse gas emissions, waste, domestic flights, water and paper consumption.
- Demonstrate progress against key biodiversity indicators and support the Government's commitment to improve nature through developing and delivering Nature Recovery Plans

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

- Reducing energy and resource consumption in line with current best practice; fully integrating environmental factors into the design and management of our buildings. Including using sustainable practices and standards, such as BREEAM where practicable.
- Operating an ISO 14001compliant Environmental Management System and use EMS principles to assess environmental impact and risks and developing robust monitoring for environmental performance for remainder of the UK and overseas estate.
- Minimising carbon impacts of staff travel, by encouraging staff to utilise audio/video conferencing to avoid travelling and minimise air and private car travel where practicable.
- Seeking to increase waste efficiency by: reducing our production of waste, encouraging re-use, recycling and composting; using refurbished and recycled products and materials, where such alternatives provide value for money; using compostable substances where they provide the best environmental option and value for money

Adopting the principle that our procurement should be sustainable and ethical by default, and demonstrably so, both publicly and internally by:

- Acting in accordance with Central Government social value policy, whereby procurement must maximise opportunities for delivering additional economic, environmental and social benefits in the performance of the contracts.
- Acting in accordance with the proposed Central Government Carbon Exclusion Measure for Procurement, which will allow Buyers to exclude Suppliers from competitions who don't provide Carbon Reduction Plans and commit to Net Zero emissions by 2050.ii
- Generally encourage our contractors and suppliers to improve their environmental performance, providing us with better goods and services thereby reducing our consumer environmental impacts.

Monitoring & Evaluation

We shall:

Regularly review this Policy with the aim of continual improvement to enhance FCDO's environmental performance and improve our Environmental Management System (EMS).

Review our performance at quarterly intervals with a Sustainable Operations Board (SOB) composed of senior leadership to agree the strategy and provide for the implementation of this policy.

Ensure that this Policy is understood, implemented and advocated at all levels in the organisation and is supported by appropriate guidance and training; raising awareness and empowering our network to take local action.

Ensure ongoing, transparent communication of FCDO's performance under this policy is available to all FCDO staff; culminating in an annual report summarising the year's progress.

Responsibility

DPS Schedule 6 (Order Form Template and Order Schedules)

Crown Copyright 2020

Responsibility for successful implementation of this policy is held by the Sustainable Operations Board and DG Finance and Corporate.

The Sustainability Team are responsible for openly communicating our progress in reducing environmental impact to interested internal and external parties and responding appropriately to reasonable requests for information (including Environmental Information Regulation requests). All FCDO staff have a responsibility to give due regard to environmental issues in their day-to-day activities and help contribute towards FCDO's commitment to reduce its environmental impact by following good environmental practices in line with this policy.

The Foreign, Commonwealth & Development Office Environmental policy has evolved from the FCO and DFID environmental policy statements. The term "operations" can be defined as activities associated with the ongoing management of the FCDO estate which have an impact or potential impact on the environment.

i The ISO 14001 certified Environmental Management System (EMS) covers the FCDO Offices in King Charles Street, together with offices on our site at Hanslope Park near Milton Keynes. This certification covers: facilities management, resource and energy use, waste management, travel, procurement and on-site supervision of contract work. This policy statement forms part of the documentation for the FCDO EMS. The FCDO's EMS was last recertified to ISO14001 in August 2020 by Lloyd's Register Quality Assuranceii Contractual delivery of Social Value and implementation of the Carbon Exclusion Measure will be achieved through our focus on supporting the creation of commercial strategies with business units that offer tangible, relevant and proportionate outcomes to support this environmental policy.

CCS Core Terms (DPS version) v1.0.1



DPS Core Terms
v1.0.1.pdf

Order Schedule 4 (Order Tender)

Part 1 Chevening Technical questions

REDACTED