



Crown
Commercial
Service

Call Off Order Form and Terms for Management Consultancy Services

RM3745 Management Consultancy Framework

LOT 2 – Finance

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **RM3745** dated *4th September 2017*.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	[Project_5052]
From	[Department for Education, Education and Skills Funding Agency, Sanctuary Buildings, Great Smith Street, SW1P 3BT] ("CUSTOMER")
To	KPMG LLP [REDACTED] ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: [8 February 2021]
	Expiry Date: End date of Initial Period [31 May 2021] Minimum written notice to Supplier in respect of a potential extension: [10 working days]

SERVICES

2.1.	Services required: Please refer to Call Off Schedule 2 (Services)
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PROJECT PLAN

3.1.

Project Plan:

[The Supplier shall provide the Customer with an agreed Project Plan on or before 15th February. Please refer to the table below for the five specific milestones for this contract.]

Milestone	Description	Timeframe	Total Service credit
1	An agreed approach plan	Before 15 th February 2021	-
2	<p>Delivery of a template that delivers the requirements in Section 5. A functioning model that balances and produces correct calculations for output ratios, including FH using initial test data. I.e., a model that is ready for a first round of User testing.</p> <p>Delivery of test-ready changes after this date will incur itemised payment penalties</p>	Before 8 th March 2021	25%




	3	Testing completed with at least five sets of real college data. User testing supported and complete and all of defects recorded.	Before 29 th March 2021	-
	4	Model complete, testing completed, and defect free. Delivery after this period will incur payment penalties.	Before 3 rd May 2021	50%
	5	Extended delivery period (if required) for delivery after Milestone 4. Delivery will not be accepted after this date.	Before 31 st May 2021	25%

CONTRACT PERFORMANCE


4.1.	Standards: [Standards detailed in the specification in Framework Schedule 2 (Services and Key Performance Indicators);]
4.2	Service Levels/Service Credits: [Please refer to Schedule 2 - Services for the Service Levels and Service Credits mechanism applies to this contract.]
4.3	Critical Service Level Failure: Not applied

4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: [In Clause 39.2.1(a) of the Call Off Terms]

PERSONNEL

5.1	Key Personnel: DfE: [  KPMG: []
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): [N/A]

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: [None are expected. Our work will be carried out remotely. Our Call-Off contract charges do not include any time or expenses relating to travel outside London. Such travel and other reimbursable expenses will only be incurred at your request and will be billed separately.]
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 

6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): [The period from the Commencement Date (8 February 2021) to the Expiry Date: End of Initial Period (31 May 2021) as defined within this Call Off Contract]
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: [N/A]
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): [Not Permitted]

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: A fixed sum of £98,000 (plus VAT) with the application of potential services credits, as detailed in Schedule 2 – Service.
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance In Clause 38 of the Call Off Terms

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): [In Clause 42.2.1(c) of the Call Off Terms]
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): [In Clause 42.7.1 of the Call Off Terms]
8.3	Undisputed Sums Limit: [In Clause 43.1.1 of the Call Off Terms]
8.4	Exit Management: [In Call Off Schedule 9 (Exit Management)]

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SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: [N/A]
9.2	Commercially Sensitive Information: [N/A]


OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): [Recitals B to E] [Recital C - date of issue of the Statement of Requirements: 19 January 2021] [Recital D - date of receipt of Call Off Tender: 26 January 2021]
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): [Not required]
10.3	Security: [Long form security requirements AND DfE Departmental Security requirement, as per ITT specification document] 1.1 The Contractor shall be aware of and comply with the relevant HMG security policy framework, NCSC guidelines and the following clauses. 1.2 The requirements of Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 dated 25 May 2016, or any subsequent updated document, are mandated. 1.3 Where clause 14.2 above has not been met, the Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, the Department. The scope of certification and the statement of applicability must be acceptable, following review, to the Department, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls). 1.4 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service and will handle all data in accordance with its security classification. 1.5 Departmental Data must be separated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required in line with clause 14.13.

	<p>1.6 The Contractor shall have in place and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Departmental Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Departmental Data or systems shall be considered to be sensitive data and must be protected accordingly.</p> <p>1.7 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to:</p> <ul style="list-style-type: none"> ○ physical security controls in line with ISO/IEC 27002; ○ good industry standard policies and processes; ○ malware protection; ○ boundary access controls including firewalls; ○ maintenance and use of fully supported software packages in accordance with vendor recommendations; ○ software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services; ○ user access controls, and; ○ the creation and retention of audit logs of system, application and security events. <p>1.8 The contractor shall ensure that any Departmental Data (including email) transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.</p> <p>1.9 The contractor shall ensure that any Departmental Data which resides on a mobile or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the department except where the department has given its prior written consent to an alternative arrangement. The use of removable media in any form is not permitted.</p> <p>1.10 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.</p> <p>The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".</p> <p>1.11 When necessary to hand-carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.</p> <p>The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed</p>
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	<p>briefcase or other similar bag or container when outside official premises or buildings.</p> <p>1.12 In the event of termination, equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC approved product or method.</p> <p>Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until such time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.</p> <p>Evidence of secure destruction will be required in all cases.</p> <p>1.13 Access by Contractor or sub-contractor staff to Departmental Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.</p> <p>1.14 All Contractor or sub-contractor employees who handle Departmental Data shall have annual awareness training in protecting information.</p> <p>1.15 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.</p> <p>1.16 Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data, including user credentials, used or handled in the course of providing this service shall be recorded as an incident. This includes any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution.</p> <p>Incidents shall be reported to the department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.</p> <p>Incidents shall be reported through the department's nominated system or service owner.</p> <p>Incidents shall be investigated by the contractor with outcomes being notified to the Department.</p>
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	<p>1.17 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.</p> <p>1.18 The Contractor or sub-contractors providing the service will provide the Department with full details of any actual or future intent to develop, manage, support, process or store Departmental Data outside of the UK mainland. The Contractor or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Department.</p> <p>1.19 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within twenty days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors', compliance with the clauses contained in this Section.</p> <p>1.20 The Contractor and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the department. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.</p> <p>1.21 Where the Contractor is delivering an ICT solution to the Department they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Departmental Policy. The Contractor will provide the Department with evidence of compliance for the solutions and services to be delivered. The Department's expectation is that the Contractor shall provide written evidence of:</p> <ul style="list-style-type: none"> • Compliance with HMG Minimum Cyber Security Standard. • Any existing security assurance for the services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification. • Any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement. • Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Contractor shall provide details of who the awarding body or organisation will be and date expected. <p>1.22 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.</p>
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10.4	ICT Policy: [Not applied]
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: [Not applied]
10.7	NOT USED
10.8	Protection of Customer Data: [In Clause 35.2.3 of the Call Off Terms]
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: [REDACTED] Supplier's postal address and email address: [REDACTED]
10.10	Transparency Reports N/A
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism): [Fixed price with a service credit mechanism, which is detailed in Schedule 2 - Services]
10.12	Call Off Tender:  KPMG Call off Tender pack.zip
10.13	Publicity and Branding: In Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data In Call Off Schedule 17
10.16	MOD DEFCONs and DEFFORM N/A




FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.




The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

CALL OFF SCHEDULE 2: SERVICES

The services required are defined with the statement of requirements. Services are issued under Lot 2: Finance of the RM3745 framework. A copy of the Statement of requirements is outlined in Schedule 2 Annex 1: The Services.

ANNEX 1: THE SERVICES



Specification of
Requirement.pdf

In addition to the requirements in the specification, the new Integrated Financial Model for Colleges v2.0 (“the Model”) is expected to be subject to the following, to be confirmed during the planning phase:

- the Model will not include any macros
- the Model will not include any automated links to existing business reporting or other systems;
- the Model will be in UK GBP only;

To assist the Customer (“you”) in the development of the Model, the Supplier (“we”) will:

- design and assist you to develop the Model based on the initial specification and data
- provide interim versions of the Model to discuss with you;
- assist you to populate the Model based on your specification and assumptions;
- deliver a draft version of the completed Model for your user acceptance testing; and
- handover a final version of the completed Model.

We will discuss and agree potential amendments to the initial specification to address issues identified in development and changes to the requirements of the Model.

Additional effort on our part to implement significant changes beyond the initial specification may result in additional costs. If this is the case we will discuss this with you as soon as possible.

Our work will be limited to the matters set out above and accordingly will not include any confirmation or assessment of the commercial merits, technical feasibility or compliance with any applicable legislation or regulation of the Model or the factual accuracy of the input data and the suitability, validity or completeness of the underlying assumptions, including those relating to particular accounting standards

You are responsible for:

- Specifying the requirements of the Model and how it is to be used by you;
- The assumptions and input data to be used in developing and running the Model;
- Original versions of the Model provided by you to us ;
- Satisfying yourself that the Model has been constructed in such a way that its use will meet your objectives in all material respects;
- Performing user acceptance testing when provided with drafts of the Model;
- The uses to which the Model and output data are put by you;
- Decisions you may make based on the use of the Model;
- Any modifications to the Model after its release to you and any uses or decisions made following any such modifications; and
- Maintenance of the Model after its delivery to you.

It is important that your staff work closely with us in order to resolve key issues quickly and efficiently. We will be working remotely, and you have confirmed that [REDACTED] will be available and responsible during normal office hours for resolving any questions or issues that arise.

Model handover:

Following completion of the development of the Model in accordance with the Model specification and your user acceptance testing of the Model, we will hand over the Model to you and issue a letter substantially in the form set out below (the “Transmittal Letter”). Unless we hear from you to the contrary in writing within 5 working days (“the Transitional Period”) of your receipt of the Model, we will treat and accept your receipt of the Model as demonstration and evidence of your agreement that we have discharged our responsibilities in relation to the development of the Model and in particular, that from the date of your receipt of the Model you will be solely responsible for the maintenance of the Model.

This will not affect your ability to raise any comments or concerns about aspects of our work or its quality after receipt of the Model but it will remove your ability to assert that we have not carried out the Model development tasks in accordance with the Model specification assigned to us under this letter or that we have any responsibility for maintenance of the Model after its release to you.

If after the Transitional Period you have any additional requirements that were not in the scope of work originally agreed, we will be happy to discuss with you any further assistance that we may be able to provide and the terms and remuneration for such assistance.

Terms of RM3745:

We have set out below a clarification of our usual ways of working within these terms and conditions.

Audit Independence

The Supplier may terminate this Call Off Contract upon such period of written notice as is reasonable in the circumstances if there is a change of law, rule, regulation or professional standard or circumstances arise that would prejudice the Supplier's ability to comply with applicable auditor independence requirements provided that the Supplier shall use reasonable endeavours to mitigate the impact of any such circumstances and seek a work-around solution with the Customer, prior to issuing any notice of termination.

Confidentiality

We use contractors to support the administration of our business (payment merchants, security guards, training providers and many more). We apply the same high standards of confidentiality and security to our contractors as we do to our own staff, contractually requiring them to implement safeguards to protect confidentiality and we take full responsibility for any access they have to client information. For the purposes of any Call Off Contract such personnel are treated as Supplier Staff and we wish to confirm with you that they are not considered as Sub-Contractors.

We protect our clients' confidential information. Nothing in any arrangement between us will require us to disclose information that is confidential to another client and we may take any steps to protect such information. Of course, we will be as protective about your confidential information when dealing with our other clients.

The way we work

Draft advice is tentative; indeed, we often produce it as a way of confirming factual accuracy with the Customer or other parties. Finalised written deliverables will have been quality assured, will always take precedence and may well differ from early versions, so you should avoid relying on draft material or spoken advice (which may be misinterpreted) for decision making.

Our role is to provide advice rather than to make business decisions on your behalf. You remain responsible for managing your affairs, deciding on what to do after receiving our deliverables, implementing any advice or recommendations we provide and realising any benefits requiring activity by you.

You will inform us promptly if information or developments come to your attention which might have a bearing on our work and you will promptly provide us with all information and assistance and access to documentation and personnel that we reasonably require (and if outside your immediate control you will use reasonable endeavours to obtain these for us).

Transmittal Letter

Ladies and Gentlemen

[Financial/ business plan / etc] model for Project []

In accordance with the terms of our engagement letter dated [] (the 'engagement letter'), we have assisted you to develop a [financial / business plan etc] model (the "Model") [for / to support] the Project, as defined in the engagement letter. The purpose of this letter is to confirm the scope of the work we have carried out in relation to the development of the Model.

The version of the Model to which this letter relates supersedes all previous versions and is contained in file [] of date and time [] and size [] bytes. This version is the Model that we have assisted you to develop, for use by you solely in connection with the Project.

Our work was performed in accordance with the terms of the engagement letter and accordingly did not include any confirmation or assessment of the commercial merits, technical feasibility or compliance with any applicable legislation or regulation of the Project or the factual accuracy of the input data and the suitability, validity or completeness of the underlying assumptions.

For the avoidance of doubt, in accordance with the terms of the engagement letter, you have been and remain responsible for:

- Specifying the requirements of the Model and how it is to be used by you, in connection with the Project;
- The assumptions and input data to be used in developing and running the Model;
- Satisfying yourself that the Model has been constructed in such a way that its use will meet your objectives in all material respects;
- Performing user acceptance testing when provided with drafts of the Model;
- The uses to which the Model and output data are put by you, in connection with the Project;
- Decisions you may make with respect to the Project based on the use of the Model;
- Any modifications to the Model after its release to you and any uses or decisions made following any such modifications;
- Maintenance of the Model after its delivery to you.

You have satisfied yourselves that the Model has been constructed in such a way that its use will meet your objectives in all material respects.

[You should note that we have not addressed the following matters which, while not included in the specification, came to our attention during the course of performing our services:

[List any potential outstanding issues, for example:

- 1. the effect on the group results of the subsidiary companies in ...*
- 2. the proposed restructuring of the group due to take place on ...*
- 3. any findings arising from the pending review of]]*

Our services have been provided solely for your benefit in accordance with the terms of our engagement letter and no reference may be made to our services save for your own internal purposes and as set out in the engagement letter. We accept no responsibility or liability in connection with the services under our engagement letter to any party other than the addressee of this letter.

If you have any questions about the Model or this letter, please contact [].

In accordance with the terms of our engagement letter, unless we hear from you to the contrary in writing within 5 working days ("the Transitional Period") of your receipt of the Model, we will treat and accept your receipt of the Model as demonstration and evidence of your agreement that we have discharged our responsibilities in relation to the development of the Model and, in particular, that from the date of your receipt of the Model you will be solely responsible for its maintenance.

This will not affect your ability to raise any comments or concerns about aspects of our work or its quality after receipt of the Model but it will remove your ability to assert that we have not carried out the Model development tasks in accordance with the Model specification assigned to us under the engagement letter or that we have any responsibility for maintenance of the Model after its release to you.

If after the Transitional Period you have any additional requirements that were not in the scope of work originally agreed, please let us know and we will be happy to discuss with you any further assistance that we may be able to provide and the terms and remuneration for such assistance.

Yours faithfully

[Partner/Director],

KPMG LLP

**CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND
INVOICING**

ANNEX 1: CALL OFF CONTRACT CHARGES

A final agreed pricing for this contract is fixed at £98,000. The basis of the supplier receiving the pricing is proportionally dependent on the service credits awarded as set out in Schedule 2 – Services.

Breakdown of the pricing schedule: 

ANNEX 2: PAYMENT TERMS/PROFILE

Payment by Milestone.

Milestone	Timeframe	Payment profile
1	Complete before 15 th February 2021	-
2	Complete before 8 th March 2021	A maximum of 25% of £98,000, subject to the application of relevant service credits
3	Complete before 29 th March 2021	-
4	Complete before 3 rd May 2021	A maximum of 50% of £98,000, subject to the application of relevant service credits
5	Complete before 31 st May 2021	A maximum of 25% of £98,000, subject to the application of relevant service credits

Payment will only be made if delivery is made before the Milestones set out in Schedule 2: Services. Service credits are cumulative and sum to 100%.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.