



Government Procurement Service

**LETTER OF APPOINTMENT AND CALL-OFF TERMS
FOR:**

ESTATES PROFESSIONAL SERVICES RM 928

REFERENCE NUMBER: CQC PSO 056

ATTACHMENT 6

FRAMEWORK SCHEDULE 5

Part 1: Pro Forma Letter of Appointment

GVA Grimley Limited
3 Brindley Place
West Midlands
United Kingdom
B1 2JB

7th March 2017

Dear Sirs,

Contract for the provision of Estates Professional Services by Care Quality Commission, 151 Buckingham Palace Road, London, SW1W 9SW of firm(s) constituting the Supplier (the "Supplier") to GVA Grimley Limited 3 Brindley Place, Birmingham, West Midlands, B1 2JB. (the "Client") pursuant to the Estates Professional Service Framework Agreement (RM 928) dated 10/04/17 between the Minister for the Cabinet Office acting through Government Procurement Service as the "Authority" (1) and the Supplier (2)

1. We refer to the above Estates Professional Services Framework Agreement (the "**Framework Agreement**"). For the purposes of this Letter of Appointment:
 - capitalised terms and expressions used in this Letter of Appointment have the same meanings given to them in or pursuant to the Call-Off Terms attached to this Letter of Appointment unless the context otherwise requires;
 - references to Appendices are references to the appendices to this Letter of Appointment; and
 - The Appendices shall form part of this Letter of Appointment.
2. This Letter of Appointment constitutes an Order for the provision by you to us of the Contract Services specified in Annex 1 on the basis of hourly rate Framework Prices/the Contract Charges set out in Annex 2 and save as varied and/or supplemented pursuant to the provisions set out in Annex 2/3, in accordance with the Call-Off Terms.
3. The Supplier's representative with overall responsibility for the supply of the Contract Services is [REDACTED] and the fee earners assigned to the supply of the Contract Services are the contract management listed on page 116.
4. The Client's Representative for the purpose of the Contract is [REDACTED] and any disputes in relation to the Contract are to be escalated via the client representative in the first instance.
5. Payments to the Supplier in respect of the Contract Services shall be made to the following bank account of the Supplier: made via NHS Shared Business Services. Supplier is to submit invoices to the following address: Care Quality Commission, T70 payables F175, Phoenix House, Topcliffe Lane, Wakefield, West Yorkshire, WF3 1WE.
6. We hereby consent to the appointment of the following Sub-Contractors in connection with the provision of the Contract Services: N/A.
7. N/A.

8. For the purposes of the Contract, the address of each Party is:

- for the Client:

For the attention of: 

Care Quality Commission
151 Buckingham Palace Road
3rd Floor
London
SW1W 9SW

For the attention of: 

Tel: 07917173228

Email: 

for the Supplier:

GVA Grimley Limited
3 Brindley Place
West Midlands
United Kingdom
B1 2JB

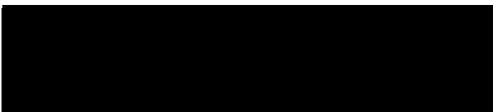
For the attention of: NOTE TO SUPPLIER: Please add your details here:



Please would you sign and return the attached duplicate of this Letter of Appointment with the acknowledgement signed by a partner or director of your firm.

You should be aware that by signing and returning this Letter of Appointment you will have entered into a legally binding contract with us to supply the Contract Services specified in Annex 1 and represent and warrant that you have carried out a conflict check in relation to such contract that revealed no conflicts of interest.

Yours faithfully



Yours faithfully

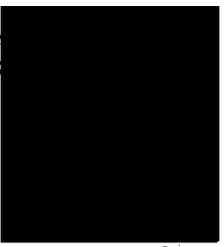
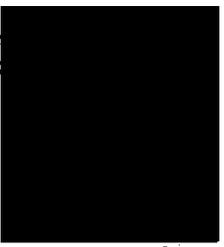
For and on behalf of Care Quality Commission.

Signed: 
Name: 

Date: 
Status: 

I hereby confirm receipt of the above Letter of Appointment and the agreement of GVA Grimley Limited to provide to Care Quality Commission the Contract Services as specified in the Letter of Appointment in accordance with its terms.

Signed 
Name: 

Date: 
Status: 

FRAMEWORK SCHEDULE 5

Part 2 – Call-Off Terms

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Contract, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

"Annex" means the annexes to these Call Off Terms as attached to the Letter of Appointment;

"Authority" means **THE MINISTER FOR THE CABINET OFFICE ("Cabinet Office")** as represented by Government Procurement Service (formerly Buying Solutions), a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

"BCDR Plan" has the meaning given to it in paragraph 1.3 of Schedule 3;

"Confidential Information" means the Customer's Confidential Information and/or the Supplier's Confidential Information;

"Contract" means the written agreement between the Customer and the Supplier consisting of the Letter of Appointment, these Call-Off Terms (save to the extent varied by the Letter of Appointment) and any other documents referred to in either of them;

"Contract Charges" means the prices (exclusive of any applicable VAT), payable to the Supplier by the Customer under the Contract for the full and proper performance by the Supplier of the Contract Services;

"Contract Commencement Date" means 10/4/17.

"Contract Mediator" has the meaning set out in Clause 24.5.1;

"Contract Services" means the Services to be supplied by the Supplier to the Customer as set out in the Letter of Appointment;

means a change of control within the meaning of Section

"Change of Control"	450 of the Corporation Tax Act 2010;
"Customer"	means the Contracting Body that issues the Letter of Appointment;
"Customer's Confidential Information"	means all Customer's Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Customer Data"	shall have the meaning given to it in the Annex;
"Customer's Personal Data"	means the Personal Data supplied by the Customer to the Supplier for the purposes of or in connection with the Contract;
"Customer Pre-Existing IPR"	shall mean any Intellectual Property Rights vested in or licensed to the Customer prior to or independently of the performance by the Supplier of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;
"Customer's Representative"	means the representative of the Customer appointed by the Customer from time to time in relation to the Contract and notified to the Supplier;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998;
"Disaster"	shall have the meaning given to it in the Annex;
"Environmental Regulations"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice

issued by the Information Commissioner or relevant government department in relation to such regulations;

"Framework Agreement"

means the framework agreement between the Authority and the Supplier referred to in the Letter of Appointment;

"FOIA"

means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

"Goods"

means the goods to be supplied in connection with or ancillary to the supply of Services under this contract; and specified within the description of services at Part 1 of Framework Schedule 1 (Services);

"Good Industry Practice"

means standards, practices, methods and procedures conforming to the Law and the requirements of the Codes of Practice and guidance issued by any relevant professional body and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in providing Services similar to the Contract Services;

"Information"

has the meaning given under section 84 of the FOIA;

**"Key Performance Indicators"
or "KPIs"**

mean the indicators set out in the Annex;

"Key Personnel"

means any individuals identified as such in the Letter of Appointment and any replacements for such individuals that may be agreed between the Parties from time to time in accordance with Clause 2.3.3;

"Law"

means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law,

or directives or requirements with which the Supplier is bound to comply;

"Letter of Appointment"

means the letter from the Customer to the Supplier dated 10/3/17 (including its appendices) containing the order to provide the Contract Services;

"Material Breach"

means a material breach of the Contract;

"Party"

means the Supplier or the Customer and **"Parties"** shall mean both of them;

"Persistent Failure"

means any two (2) or more failures by the Supplier in any rolling period of twelve (12) Months to comply with obligations in respect of the Contract Services under with the Contract;

"Pre-Existing Intellectual Property Rights" or "Pre-Existing IPR"

shall mean any Intellectual Property Rights vested in or licensed to the Customer or the Supplier prior to or independently of the performance by the Customer or the Supplier of their obligations under this Contract;

"Process" or "Processing"

shall have the same meaning as set out in the Data Protection Act 1998;

"Request for Information"

means a request for information or an apparent request relating to this Contract or the provision of the Contract Services or an apparent request for such information under the FOIA or the Environmental Information Regulations;

"Service Levels"

means the service levels set out in paragraph 2 of Schedule 1 and the Annex;

"Supplier"

means the supplier to whom the Letter of Appointment is addressed;

"Supplier's Confidential Information"

means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including all IPRs, together with information

derived from the foregoing, and that in any case is clearly designated as being confidential;

"Supplier's Staff"

means all persons employed by the Supplier and/or any Sub-Contractor to perform the Supplier's obligations under the Contract together with the Supplier's and/or any Sub-Contractor's servants, consultants, agents, suppliers and Sub-Contractors used in the performance of the Supplier's obligations under the Contract;

"Sub-Contract"

means the Supplier's contract with a Sub-Contractor whereby the Sub-Contractor agrees to provide to the Supplier the Contract Services or any part thereof or facilities, services necessary for the provision of the Contract Services or any part thereof necessary for the management, direction or control of the Contract Services or any part thereof;

"Sub-Contractor"

means any person appointed by the Supplier to carry out any of the Supplier's obligations under the Contract; and

"Working Day"

means any day other than a Saturday or Sunday or public holiday in England and Wales

1.2 Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" "for example" and "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation" and shall not limit the general effect of the words which precede them;
- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 the Annex forms part of these Call-Off Terms and shall have effect as if set out in full in the body of these Call-Off Terms and any reference to these Call-Off Terms includes the Annex;
- 1.2.6 references to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced by any subsequent enactment, modification, order, regulation, code,

official guidance or instrument (whether such amendment or replacement occurs before or after the date of the Contract);

- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.2.8 references to "Clauses", "Schedules" and the "Annex" are, unless otherwise provided, references to the clauses of, Schedules to and the Annex to these Call-Off Terms and references to "paragraphs" are, unless otherwise provided, references to paragraphs of the Schedules and/or Annex in which the references are made;
- 1.2.9 terms or expressions contained in the Contract which are capitalised but which do not have an interpretation in Clause 1.1 shall be interpreted in accordance with the Framework Agreement;
- 1.2.10 a reference to a Clause is a reference to the whole of that Clause unless stated otherwise; and
- 1.2.11 in the event of and only to the extent of any conflict between the Letter of Appointment, these Call-Off Terms, any other document referred to in the Contract and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.2.11.1 the Framework Agreement (excluding Framework Schedule 5 (Letter of Appointment and Call-Off Terms));
 - 1.2.11.2 the Letter of Appointment (including the Annex);
 - 1.2.11.3 these Call-Off Terms;
 - 1.2.11.4 the Schedules to the Call-Off Terms; and
 - 1.2.11.5 any other document referred to in the Contract.

2. SUPPLY OF CONTRACT SERVICES

2.1 Contract Services

- 2.1.1 The Supplier shall supply the Contract Services to the Customer in accordance with the provisions of the Contract including the Service Levels and Key Performance Indicators (if any) stipulated in the Letter of Appointment and Schedule 1 (Service Levels).
- 2.1.2 The Supplier shall:
 - 2.1.2.1 comply with all reasonable instructions given to the Supplier and its Staff by the Customer in relation to the Contract Services from time to time, including reasonable instructions to reschedule or alter the Contract Services;
 - 2.1.2.2 immediately report to the Customer's Representative any matters which involve or could potentially involve a conflict of interest as referred to in Clause 2.1.3.1;
 - 2.1.2.3 co-operate with the Customer and the Customer's other professional advisers in relation to the Contract Services as required by the Customer; and

- 2.1.2.4 comply with the Customer's internal policies and procedures and Government codes and practices in force from time to time (including policies, procedures, codes and practices relating to staff vetting, security, equality and diversity, confidentiality undertakings and sustainability) in each case as notified to the Supplier in writing by the Customer.
- 2.1.3 The Supplier shall not:
- 2.1.3.1 knowingly act at any time during the term of the Contract in any capacity for any person, firm or company in circumstances where a conflict of interest between such person, firm or company and the Customer exists in relation to the Contract Services; or
 - 2.1.3.2 incur any expenditure which would result in any estimated figure for any element of the Contract Services being exceeded without the Customer's prior written agreement; or
 - 2.1.3.3 without the prior written consent of the Customer, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Contract Services; or
 - 2.1.3.4 pledge the credit of the Customer in any way; or
 - 2.1.3.5 engage in any conduct which in the reasonable opinion of the Customer is prejudicial to the Customer.
- 2.1.4 The Customer reserves the right to select more than one supplier from this Framework at any one time to work on and deliver a campaign or project.
- 2.1.5 The Supplier may be expected to work with other suppliers from this Framework, or any of the Customer's other frameworks to deliver the Contract Services required.
- 2.1.6 The Supplier may be expected to deliver specific requirements in association with other named suppliers.
- 2.1.7 The Supplier may be expected to deliver specific requirements in association with the Customer's in house teams. This may include a requirement for the Supplier's Key Personnel to be based at the Customer premises for a period of time to be jointly determined by both the Supplier and the Customer.
- 2.1.8 Both Parties shall take all necessary measures to ensure the health and safety of the other Party's employees, consultants and agents visiting their premises.
- 2.1.9 The Supplier accepts that the Customer shall have the right after consultation with the Supplier to require the removal from involvement in the Contract Services of any person engaged in the performance of the Contract Services if in the Customer's reasonable opinion the performance or conduct of such person is or has been unsatisfactory or if it shall not be in the public interest for the person to work on the Contract Services.
- 2.1.10 Where the Supplier is more than one firm acting as a consortium, each firm that is a member of the consortium shall be jointly and severally liable for performance of the Supplier's obligations under the Contract.
- 2.1.11 Time shall not be of the essence in this Contract unless stipulated by the Customer in the Letter of Appointment, in which case the provisions of clause 30 of Schedule 4 (Additional Optional Clauses) of this Contract will apply.

2.2 Term of Contract

- 2.2.1 This Contract shall take effect on the Contract Commencement Date and shall expire on the date specified in the Annex unless it is terminated earlier in accordance with the terms of this Contract or otherwise by operation of Law.

2.3 Key Personnel

- 2.3.1 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Contract Services to the Customer. The Key Personnel shall be responsible for performing such roles as are ascribed to them in the Letter of Appointment and such other roles as may be necessary or desirable for the purposes of the Contract or as may be agreed between the Parties from time to time.
- 2.3.2 The Key Personnel shall not be released by the Supplier from supplying the Contract Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment/partnership or other extenuating circumstances.
- 2.3.3 Any replacements to the Key Personnel shall be subject to the agreement of the Customer. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Contract.
- 2.3.4 The Customer shall not unreasonably withhold its agreement under Clauses 2.3.2 or 2.3.3. Such agreement shall be conditional on appropriate arrangements being made by the Supplier to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.
- 2.3.5 If requested by the Customer, the Supplier shall procure that Key Personnel attend transaction review meetings at no cost to the Customer during the term of the Contract and upon its conclusion.

3. PAYMENT AND CHARGES

3.1 Contract Charges and VAT

- 3.1.1 In consideration of the Supplier's performance of its obligations under the Contract, the Customer shall pay the Contract Charges and fees in accordance with Clause 3.2 (Payment).
- 3.1.2 The Customer shall, in addition to the Contract Charges and following receipt of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Contract Services supplied.
- 3.1.3 The provisions of paragraphs 6 and 7 of Framework Schedule 2 (Charging Structure) of the Framework Agreement shall apply in relation to the Contract Services.
- 3.1.4 If at any time before the Contract Services have been delivered in full the Supplier reduces its Framework Prices for any Contract Services which are provided under the Framework Agreement in accordance with the terms of the Framework Agreement with the result that the Framework Prices are lower than the Contract Charges, the Contract Charges for the Contract Services shall automatically be reduced so as to be equal to the Framework Prices.

- 3.1.5 The Supplier shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this Clause 3.1.5 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

3.2 Payment

- 3.2.1 The Customer shall pay all sums properly due and payable to the Supplier in respect of the Contract Services in cleared funds by no later than thirty (30) calendar days after the date of a validly issued invoice for such sums.
- 3.2.2 The Supplier shall ensure that each invoice (whether submitted electronically or in a paper form) contains all appropriate references and a detailed breakdown of the Contract Services provided and any disbursements and that it is supported by such other documentation as may reasonably be required by the Customer to substantiate the invoice.
- 3.2.3 The Supplier shall ensure that all invoices submitted to the Customer for Contract Services are exclusive of the Management Charge (as defined in the Framework Agreement) payable to the Authority in respect of the Contract Services. The Supplier shall not be entitled to increase the Contract Charges by an amount equal to such Management Charge or to recover such Management Charge as a surcharge or disbursement.
- 3.2.4 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.
- 3.2.5 Subject always to the provisions of Clause 14, if the Supplier enters into a Sub-Contract in respect of the Contract Services, it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-Contract.
- 3.2.6 The Supplier shall not suspend the supply of the Contract Services unless the Supplier is entitled to terminate the Contract under Clause 8.2.7 on the grounds of the Customer's failure to pay undisputed sums of money. Interest shall be payable by the Customer in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on the late payment of any undisputed sums of money properly invoiced by the Supplier in respect of the Contract Services.
- 3.2.7 The Supplier shall accept the Government Procurement Card (or such equivalent payment method as is specified by the Customer) as a means of payment for the Contract Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.
- 3.2.8 All payments due shall be made in cleared funds to such bank or building society account as the recipient Party may from time to time direct in writing.

3.3 Recovery of Sums Due

- 3.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract.
- 3.3.2 Any overpayment by either Party, whether of the Contract Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

4. LIABILITY AND INSURANCE

4.1 Liability

- 4.1.1 Neither Party excludes or limits its liability for:
- 4.1.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or
 - 4.1.1.2 fraud or fraudulent misrepresentation by it or its employees.
- 4.1.2 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Customer for the Contract Services supplied by that individual on behalf of the Supplier and the Customer shall not bring any claim under the Contract against that individual or such service company in respect of the Contract Services save in the case of fraud or any liability for death or personal injury. Nothing in this Clause 4.1.2 shall in any way limit the liability of the Supplier in respect of the Contract Services, and such liability shall be uncapped unless otherwise specified in the Letter of Appointment.
- 4.1.3 The Supplier shall fully indemnify and keep the Customer fully indemnified on demand in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with, the supply, purported supply or late supply of the Contract Services or the performance or non-performance by the Supplier of its obligations under the Framework Agreement and the Customer's financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused by any act or omission of the Supplier.
- 4.1.4 Subject to Clauses 4.1.1 and 4.1.5, in no event shall either Party be liable to the other for any:
- 4.1.4.1 loss of profits;
 - 4.1.4.2 loss of business;
 - 4.1.4.3 loss of revenue;
 - 4.1.4.4 loss of or damage to goodwill;
 - 4.1.4.5 loss of savings (whether anticipated or otherwise); and/or
 - 4.1.4.6 any indirect, special or consequential loss or damage.
- 4.1.5 The Supplier shall be liable for the following types of loss, damage, cost or expense which shall be regarded as direct and shall (without in any way, limiting

other categories of loss, damage, cost or expense) which may be recoverable by the Customer:

- 4.1.5.1 the additional operational and/or administrative costs and expenses arising from any Material Breach;
 - 4.1.5.2 the cost of procuring, implementing and operating any alternative or replacement services to the Contract Services; and
 - 4.1.5.3 any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Laws.
- 4.1.6 No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of the Customer to any document or information provided by the Supplier in its provision of the Contract Services, and no failure of the Customer to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligation of the Supplier to exercise all the obligations of a professional supplier of the Contract Services employed in a customer/supplier relationship.
- 4.1.7 Save as otherwise expressly provided, the obligations of the Customer under the Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Customer to the Supplier.

4.2 Insurance

- 4.2.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policy or policies shall include professional indemnity cover in respect of any financial loss to the Customer arising from any advice given or omitted to be given by the Supplier under the Contract or otherwise in connection with the provision of the Contract Services. Such insurance shall be maintained for so long as the Supplier may have any liability to the Customer.
- 4.2.2 It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability arising in respect of the risks referred to in Clause 4.2.1.
- 4.2.3 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by Clause 4.2.1, the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 4.2.4 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 Customer 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 avoid any insurance, or any cover or claim under any insurance in whole or in part.

- 4.2.5 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 4.2.6 Where there are Goods supplied, in connection with the supply of Services under this Contract, the minimum insurance period shall be six (6) years following the expiration or earlier termination of this Contract.
- 4.2.7 The standard minimum levels of insurance cover have been set in the Framework Agreement. Any variation to those levels are set out in the Letter of Appointment.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 All Intellectual Property Rights ("IPR") created in connection with the supply of the Contract Services under this Contract shall vest in the Supplier who shall grant to the Customer a non-exclusive, unlimited, irrevocable license to use and exploit the same, without further payment to the Supplier.
- 5.2 The Supplier shall grant a licence, for the benefit of the Customer and the Authority, to permit them to use and/or exploit the IPR created in connection with the supply of the Contract Services under this Contract, for the benefit of all Contracting Bodies, without further payment to the Supplier.
- 5.3 Nothing in this Contract shall interfere with the rights and responsibilities of the Supplier of any Pre-Existing IPR.
- 5.4 Subject to Clause 5.1 and save as expressly granted elsewhere under the Contract, the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors and the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors.
- 5.5 The Supplier shall on demand fully indemnify and keep fully indemnified and hold the Customer and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer and or the Crown may suffer or incur as a result of any claim that the performance by the Supplier of the Contract Services infringes or allegedly infringes a third party's Intellectual Property Rights (any such claim being a "Claim").
- 5.6 If a Claim arises, the Customer shall notify the Supplier in writing of the Claim and the Customer shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Supplier:
 - 5.6.1 shall consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 5.6.2 shall take due and proper account of the interests of the Customer;
 - 5.6.3 shall consider and defend the Claim diligently using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute; and
 - 5.6.4 shall not settle or compromise the Claim without the prior written approval of the Customer (not to be unreasonably withheld or delayed).
- 5.7 The Supplier shall have no rights to use any of the Customer's names, logos or trademarks without the prior written approval of the Customer.

6. PROTECTION OF INFORMATION

6.1 Protection of Personal Data

- 6.1.1 With respect to the Parties' rights and obligations under the Contract, the Parties agree that the Customer is the Data Controller and that the Supplier is the Data Processor in relation to the Customer's Personal Data.
- 6.1.2 The Supplier shall:
- 6.1.2.1 Process the Customer's Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by the Customer to the Supplier during the term of the Contract);
 - 6.1.2.2 Process the Customer's Personal Data only to the extent, and in such manner, as is necessary for the provision of the Contract Services or as is required by Law or any Regulatory Body;
 - 6.1.2.3 implement appropriate technical and organisational measures to protect the Customer's Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Customer's Personal Data and having regard to the nature of the Customer's Personal Data which is to be protected;
 - 6.1.2.4 take reasonable steps to ensure the reliability of all members of the Supplier's Staff who have access to the Customer's Personal Data;
 - 6.1.2.5 obtain the Customer's prior written approval in order to transfer all or any of the Customer's Personal Data to any Sub-Contractors for the provision of the Contract Services;
 - 6.1.2.6 ensure that all members of the Supplier's Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 6.1;
 - 6.1.2.7 ensure that none of the Supplier's Staff publish, disclose or divulge any of the Customer's Personal Data to any third party unless directed in writing to do so by the Customer;
 - 6.1.2.8 notify the Customer within five (5) Working Days if the Supplier receives:
 - a) a request from a Data Subject to have access to the Customer's Personal Data relating to that person; or
 - b) a complaint or request relating to the Customer's obligations under the Data Protection Legislation;
 - 6.1.2.9 provide the Customer with full cooperation and assistance in relation to any complaint or request made relating to the Customer's Personal Data, including by:
 - 6.1.2.9.1 providing the Customer with full details of the complaint or request;

- 6.1.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;
- 6.1.2.9.3 providing the Customer with any Customer's Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and
- 6.1.2.9.4 providing the Customer with any information requested by the Customer;
- 6.1.2.10 permit or procure permission for the Customer or the Customer's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the Supplier's data Processing activities (and/or those of its agents and Sub-Contractors) and comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that the Supplier is in full compliance with its obligations under the Contract;
- 6.1.2.11 provide a written description of the technical and organisational methods employed by the Supplier for Processing the Customer's Personal Data (within the timescales required by the Customer); and
- 6.1.2.12 not Process or otherwise transfer any Customer's Personal Data outside the European Economic Area without the prior written consent of the Customer which may be given on such terms as the Customer in its discretion thinks fit.
- 6.1.3 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under the Contract in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.
- 6.1.4 The Supplier acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to the Customer's Personal Data that the Customer may be irreparably harmed (including harm to its reputation). In such circumstances, the Customer may proceed directly to court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).
- 6.1.5 In the event that through any failure by the Supplier to comply with its obligations under the Contract, Customer's Personal Data is transmitted or Processed in connection with the Contract is either lost or sufficiently degraded so as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such failure by the Supplier.

6.2 Confidentiality

- 6.2.1 Except to the extent set out in this Clause 6.2 or where disclosure is expressly permitted elsewhere in the Contract, each Party shall:
 - 6.2.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 6.2.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

- 6.2.2 Clause 6.2.1 shall not apply to the extent that:
- 6.2.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 6.4 (Freedom of Information); or
 - 6.2.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner; or
 - 6.2.2.3 such information was obtained from a third party without obligation of confidentiality; or
 - 6.2.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 6.2.2.5 it is independently developed without access to the other Party's Confidential Information.
- 6.2.3 The Supplier may only disclose the Customer's Confidential Information to those members of the Supplier's Staff who are directly involved in the provision of the Contract Services and who need to know the information, and shall ensure that such individuals are aware of and shall comply with these obligations as to confidentiality.
- 6.2.4 The Supplier shall not, and shall procure that the Supplier's Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of the Contract.
- 6.2.5 At the written request of the Customer, the Supplier shall procure that those members of the Supplier's Staff identified in the Customer's notice sign a confidentiality undertaking prior to commencing any work in accordance with the Contract.
- 6.2.6 Nothing in the Contract shall prevent the Customer from disclosing the Supplier's Confidential Information (including the Management Information obtained pursuant to clause 14 of the Framework Agreement):
- 6.2.6.1 to any Crown body or any other Contracting Body on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Customer save as required by Law;
 - 6.2.6.2 to any consultant, contractor or other person engaged by the Customer for any purpose relating to or connected with the Contract or the Framework Agreement (on the basis that the information shall be held by such consultant, contractor or other person in confidence and is not to be disclosed to any third party) or any person conducting an Office of Government Commerce gateway review or any additional assurance programme;
 - 6.2.6.3 for the purpose of the examination and certification of the Customer's accounts; or
 - 6.2.6.4 for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

- 6.2.7 The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Body, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to Clause 6.2.6 is made aware of the Customer's obligations of confidentiality.
- 6.2.8 Nothing in this Clause 6.2 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.
- 6.2.9 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of the Contract, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.
- 6.2.10 The Supplier shall, at all times during and after the performance of the Contract, indemnify the Customer and keep the Customer fully indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Customer arising from any breach of the Supplier's obligations under this Clause 6.2 except and to the extent that such liabilities have resulted directly from the Customer's instructions.

6.3 Official Secrets Acts 1911 to 1989; section 182 of the Finance Act 1989

- 6.3.1 The Supplier shall comply with and shall ensure that the Supplier's Staff comply with, the provisions of:
- 6.3.1.1 the Official Secrets Acts 1911 to 1989; and
- 6.3.1.2 section 182 of the Finance Act 1989.

6.4 Freedom of Information

- 6.4.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- 6.4.2 The Supplier shall and shall procure that its Sub-Contractors shall:
- 6.4.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
- 6.4.2.2 provide the Customer with a copy of all Information relating to a Request for Information in its possession, or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
- 6.4.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 6.4.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other contract whether the Commercially Sensitive Information and/or any other Information including Supplier's Confidential Information, is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

- 6.4.4 In no event shall the Supplier respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 6.4.5 The Supplier acknowledges that (notwithstanding the provisions of Clause 6.2) the Customer may, acting in accordance with the Ministry of Justice Codes, be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Contract Services:
- 6.4.5.1 in certain circumstances without consulting the Supplier; or
- 6.4.5.2 following consultation with the Supplier and having taken the Supplier's views into account,
- provided always that where Clause 6.4.5.1 applies the Customer shall, in accordance with any recommendations of the Ministry of Justice Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure;
- 6.4.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with the provisions of the Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit the Customer on reasonable notice to inspect such records as requested from time to time.
- 6.4.7 The Supplier acknowledges that the Commercially Sensitive Information is of an indicative nature only and that the Customer may be obliged to disclose it in accordance with Clause 6.5.

6.5 Transparency

- 6.5.1 The Parties acknowledge that, except for any Information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 6.5.2 Notwithstanding any other term of the Contract, the Supplier hereby gives consent to the Customer to publish the Contract to the general public in its entirety (subject only to redaction of any Information which is exempt from disclosure in accordance with the provisions of the FOIA), including any changes to the Contract agreed from time to time.
- 6.5.3 The Customer may consult with the Supplier to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.
- 6.5.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish the Contract.

7. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 7.1 The Supplier warrants, represents and undertakes to the Customer that:
- 7.1.1 it has full capacity and authority and all necessary consents licences, permissions (statutory, regulatory, contractual or otherwise) to enter into and perform its obligations under the Contract;
- 7.1.2 the Contract is executed by a duly authorised representative of the Supplier;

- 7.1.3 in entering the Contract it has not committed any fraud;
- 7.1.4 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;
- 7.1.5 all information, statements and representations contained in the Supplier's tender or other submission to the Customer for the award of the Contract Services are true, accurate and not misleading save as specifically disclosed in writing to the Customer prior to execution of the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
- 7.1.6 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
- 7.1.7 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
- 7.1.8 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfill its obligations under the Contract;
- 7.1.9 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- 7.1.10 it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the unauthorised use of, modification, access, introduction, creation or propagation of any disruptive element, virus, worms and/or Trojans, spyware or other malware into the computing environment (including the hardware, software and/or telecommunications networks or equipment), data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer; and
- 7.1.11 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract and shall maintain the same in full force and effect for so long as is necessary for the proper provision of the Contract Services.
- 7.2 The Supplier warrants, represents and undertakes to the Customer that:
- 7.2.1 it has read and fully understood the Letter of Appointment and these Call-Off Terms and is capable of performing the Contract Services in all respects in accordance with the Contract;
- 7.2.2 the Supplier (and each of its Sub-Contractors) has all staff, equipment and experience necessary for the proper performance of the Contract Services; and
- 7.2.3 it will at all times:
- 7.2.3.1 perform its obligations under the Contract with all reasonable care, skill and diligence and in accordance with Good Industry Practice;
- 7.2.3.2 in conformance with the relevant specifications set out in the Letter of Appointment and (if applicable) the manufacturer's specifications and documentation;

7.2.3.3 comply with all the Service Levels as specified by the Customer and meet or exceed the Service Levels;

7.2.3.4 carry out the Contract Services within the timeframe agreed with the Customer; and

7.2.3.5 without prejudice to its obligations under Clause 2.3 (Key Personnel), ensure to the satisfaction of the Customer that the Contract Services are provided and carried out by such appropriately qualified, skilled and experienced Suppliers Staff as shall be necessary for the proper performance of the Contract Services;

7.2.3.6 where the Goods are supplied in connection with or ancillary to the Services, those Goods are and will continue to be, throughout the anticipated or stipulated lifetime of the same:

7.2.3.6.1 of satisfactory quality and fit for purpose;

and

7.2.3.6.2 free from material programming errors and material defects in design, manufacture or materials throughout the applicable warranty period;

7.2.3.6.3 where such Goods are supplied they shall be supplied with full title guarantee;

7.2.3.6.4 consistent with any requirements set out or referred to in any Letter of Appointment relating to quality and security and the Supplier shall ensure that all aspects of the said Goods are the subject of quality management systems and risk mitigation measures; and

7.2.3.6.5 serviceable (and, in this connection, that sufficient spare parts shall be readily available for the said anticipated or stipulated lifetime in conformance with the relevant specifications set out in the relevant Letter of Appointment and (if applicable) the manufacturer's specifications and documentation.

7.3 The Supplier shall promptly notify the Customer in writing:

7.3.1 of any material detrimental change in the financial standing and/or credit rating of the Supplier;

7.3.2 if the Supplier undergoes a Change of Control; and

7.3.3 provided this does not contravene any Law, of any circumstances suggesting that a Change of Control is planned or in contemplation.

7.4 For the avoidance of doubt, the fact that any provision within the Contract is expressed as a warranty shall not preclude any right of termination the Customer would have in respect of breach of that provision by the Supplier if that provision had not been so expressed.

7.5 The Supplier acknowledges and agrees that:

7.5.1 the warranties, representations and undertakings contained in the Contract are material and are designed to induce the Customer into entering into the Contract; and

7.5.2 the Customer has been induced into entering into the Contract and in doing so has relied upon the warranties, representations and undertakings contained in the Contract.

8. TERMINATION

8.1 Termination on Insolvency

8.1.1 The Customer may terminate the Contract with immediate effect by giving notice in writing to the Supplier if:

8.1.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; or

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

8.1.1.3 a petition is presented for the winding-up of the Supplier (which is not dismissed within five (5) Working Days of its service), or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened in respect of the Supplier pursuant to section 98 of the Insolvency Act 1986; or

8.1.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of the Supplier's business or assets; or

8.1.1.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within ten (10) Working Days;

8.1.1.6 an application is made in respect of the Supplier either for the appointment of an administrator or for an administration order and an administrator is appointed, or notice of intention to appoint an administrator is given; or

8.1.1.7 if the Supplier is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

8.1.1.8 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or

8.1.1.9 being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium in respect of the Supplier comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

8.1.1.10 the Supplier being an individual dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or

8.1.1.11 the Supplier being an individual or any partner or partners in the Supplier who together are able to exercise control of the Supplier where the Supplier is a firm shall at any time become bankrupt or shall have a receiving order or administration order made against him or them, or shall make any composition or arrangement with or for the benefit for his or their creditors, or shall make any conveyance or

assignment for the benefit of his or their creditors, or shall purport to do any of these things, or appears or appear unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of section 268 of the Insolvency Act 1986, or he or they shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985, or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his or their estate(s) or a trust deed shall be granted by him or them on behalf of his or their creditors; or

8.1.1.12 any event similar to those listed in Clauses 8.1.1.1 to 8.1.1.11 occurs under the law of any other jurisdiction.

8.1.1.13 in the reasonable opinion of the Customer, there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

8.1.1.13.1 adversely impacts on the Supplier's ability to supply the Contract Services in accordance with the Contract; or

8.1.1.13.2 could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Contract Services in accordance with the Contract; or

8.1.1.13.3 the Supplier demerges into two or more firms, merges with another firm, incorporates or otherwise changes its legal form and the new entity has or could reasonably be expected to have a materially less good financial standing or weaker credit rating than the Supplier.

8.2 Termination on Material Breach, Persistent Failure or Grave Misconduct etc

8.2.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

8.2.1.1 the Supplier commits a Material Breach and if:

a) the Supplier has not within ten (10) Working Days or such other longer period as may be specified by the Customer, after issue of a written notice to the Supplier specifying the Material Breach and requesting it to be remedied:

b) remedied the Material Breach; and

c) put in place measures to ensure that such Material Breach does not recur,

in each case to the satisfaction of the Customer; or

8.2.2 the Material Breach is not, in the opinion of the Customer, capable of remedy; or

8.2.3 if a Persistent Failure has occurred; or

8.2.4 if Grave Misconduct has occurred; or

8.2.5 the Supplier breaches any of Clause 6.1 (Protection of Personal Data), Clause 6.2 (Confidentiality), Clause 6.3 (Official Secrets Acts 1911 to 1989), Clause 7 (Warranties, Representations and Undertakings), Clause 11 (Prevention of Bribery and Corruption), Clause 12 (Non Discrimination), Clause 13 (Prevention of Fraud) and Clause 14 (Transfer and Sub-Contracting); or

8.2.6 in the event of conviction for dishonesty of the Supplier (if an individual) or any one or more of the Supplier's directors, partners or members (if the Supplier is a firm or firms) by a court.

8.2.7 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within five (5) calendar days from the receipt of a such notice, the Supplier may terminate the Contract by ten (10) Working Days' written notice to the Customer.

8.3 Termination on Change of Control

8.3.1 The Customer may terminate the Contract by notice in writing with immediate effect within six (6) Months of:

8.3.1.1 being notified in writing that a Change of Control has occurred or is planned or in contemplation; or

8.3.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control, but shall not be permitted to terminate where the Customer's written consent to the continuation of the Contract was granted prior to the Change of Control.

8.4 Termination on Notice

8.4.1 The Customer shall have the right to suspend the Contract with immediate effect at any time by giving written notice to the Supplier and to terminate the Contract with immediate effect by giving written notice to the Supplier at any time.

8.5 Termination of Framework Agreement

8.5.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.

8.6 Partial Termination

8.6.1 Where the Customer is entitled to terminate the Contract pursuant to this Clause 8, the Customer shall be entitled to terminate all or part of the Contract provided always that the parts of the Contract not terminated can operate effectively to deliver the intended purpose of the Contract or a part thereof.

9. CONSEQUENCES OF EXPIRY OR TERMINATION

9.1 Subject to Clause 9.2, where the Customer terminates the Contract pursuant to Clause 8 (Termination) and then makes other arrangements for the supply of the Contract Services:

9.1.1 the Customer may recover from the Supplier the cost reasonably incurred in making those other arrangements and any additional expenditure incurred by the Customer in securing the Contract Services in accordance with the requirements of the Contract;

- 9.1.2 the Customer shall take all reasonable steps to mitigate such additional expenditure; and
- 9.1.3 no further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements, whereupon the Customer shall be entitled to deduct an amount equal to the final cost of such other arrangements from the further payments then due to the Supplier.
- 9.2 Clause 9.1 shall not apply where the Customer terminates the Contract:
- 9.2.1 solely pursuant to Clause 8.4 or Clause 8.5; or
- 9.2.2 if termination pursuant to Clause 8.5 occurs as a result of termination of the Framework Agreement pursuant to the provisions of the Framework Agreement clauses 25.11 (Termination on Insolvency), 25.13 (Termination by the Authority on Notice) or 25.17 (Partial Termination) thereof.
- 9.3 On the termination of the Contract for any reason, the Supplier shall, at the request of the Customer and at the Supplier's cost:
- 9.3.1 immediately return to the Customer all Confidential Information and the Customer's Personal Data in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Contract Services;
- 9.3.2 except where the retention of Customer's Personal Data is required by Law, promptly destroy all copies of the Customer Data and provide written confirmation to the Customer that the data has been destroyed;
- 9.3.3 immediately deliver to the Customer in good working order (but subject to allowance for reasonable wear and tear) all the property (including materials, documents, information and access keys but excluding real property and IPR) issued or made available to the Supplier by the Customer in connection with the Contract provided to the Supplier;
- 9.3.4 vacate, and procure that the Supplier's Staff vacate, any premises of the Customer occupied for the purposes of providing the Contract Services;
- 9.3.5 return to the Customer any sums prepaid in respect of the Contract Services not provided by the date of expiry or termination (howsoever arising); and
- 9.3.6 promptly provide all information concerning the provision of the Contract Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Contract Services have been provided or for the purpose of allowing the Customer or any replacement Supplier to conduct due diligence.
- 9.4 Not Used:
- 9.5 Save as otherwise expressly provided in the Contract:
- 9.5.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
- 9.5.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under the following Clauses: Clause 3 (Payment and Charges); Clause 4 (Liability and Insurance); Clause 5 (Intellectual

Property Rights); Clause 6.1 (Protection of Personal Data); Clause 6.2 (Confidentiality); Clause 6.3 (Official Secrets Acts 1911 to 1989; section 182 of the Finance Act 1989); Clause 6.4 (Freedom of Information); Clause 11 (Prevention of Bribery and Corruption); Clause 13 (Prevention of Fraud); Clause 21 (Contracts (Rights of Third Parties) Act); Clause 23.1 (Governing Law and Jurisdiction) and, without limitation to the foregoing, any other provision of the Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of the Contract.

10. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 10.1 The Supplier shall not, and shall procure that its Sub-Contractors shall not, make any press announcements or publicise the Contract in any way without the Customer's prior written approval and shall take reasonable steps to ensure that the Supplier's Staff and professional advisors comply with this Clause 10. Any such press announcements or publicity proposed under this Clause 10 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information.
- 10.2 Subject to the rights in relation to Confidential Information and Commercially Sensitive Information, the Customer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Customer including any examination of the Contract by the auditors.
- 10.3 The Supplier shall not do anything or permit to cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

11. PREVENTION OF BRIBERY AND CORRUPTION

- 11.1 The Supplier shall not:
 - 11.1.1 offer or give, or agree to give, to any employee, agent, servant or representative of the Customer, any Contracting Body or any other public body or any person employed by or on behalf of the Customer any gift or other consideration of any kind which could act as an inducement or a reward for any act or failure to act in relation to the Contract; or
 - 11.1.2 engage in, and shall procure that all the Supplier's Staff or any person acting on the Supplier's behalf shall not commit, in connection with the Contract, a Prohibited Act under the Bribery Act 2010, or any other relevant laws, statutes, regulations or codes in relation to bribery and anti-corruption.
- 11.2 The Supplier warrants, represents and undertakes that it has not:
 - 11.2.1 paid commission or agreed to pay commission to the Customer, any Contracting Body or any other public body or any person employed by or on behalf of the Customer in connection with the Contract; and
 - 11.2.2 entered into the Contract with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Customer or any other public body or any person employed by or on behalf of the Customer in connection with the Contract, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Customer and the Authority before execution of the Contract.
- 11.3 The Supplier shall:
 - 11.3.1 in relation to the Contract, act in accordance with the Ministry of Justice Guidance;

- 11.3.2 immediately notify the Customer if it suspects or becomes aware of any breach of this Clause 11;
- 11.3.3 respond promptly to any of the Customer's enquiries regarding any breach, potential breach or suspected breach of this Clause 11 and the Supplier shall co-operate with any investigation and allow the Customer to audit Supplier's books, records and any other relevant documentation in connection with the breach;
- 11.3.4 if so required by the Customer, within twenty (20) Working Days of the Contract Commencement Date, and annually thereafter, certify to the Customer in writing of the compliance with this Clause 11 by the Supplier, the Supplier's Staff and all persons associated with it or its Sub-Contractors or other persons who are supplying the Contract Services in connection with the Contract. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and
- 11.3.5 have, maintain and enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent the Supplier and any of the Supplier's Staff or any person acting on the Supplier's behalf from committing a Prohibited Act and shall enforce it where appropriate.

11.4 If the Supplier, any member of the Supplier's Staff or any person acting on the Supplier's behalf, in all cases whether or not acting with the Supplier's knowledge breaches:

- 11.4.1 this Clause 11; or
- 11.4.2 the Bribery Act 2010 in relation to the Contract or any other contract with the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract,

the Customer shall be entitled to terminate the Contract by written notice with immediate effect.

11.5 Without prejudice to its other rights and remedies under this Clause 11, the Customer shall be entitled to recover in full from the Supplier and the Supplier shall on demand indemnify the Customer in full from and against:

- 11.5.1 the amount of value of any such gift, consideration or commission; and
- 11.5.2 any other loss sustained by the Customer in consequence of any breach of this Clause 11.

12. NON-DISCRIMINATION

- 12.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).
- 12.2 The Supplier shall take all reasonable steps to secure the observance of Clause 12.1 by all the Supplier's Staff employed in the execution of the Contract.

13. PREVENTION OF FRAUD

- 13.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any fraud by the Supplier and any member of the Supplier's Staff.
- 13.2 The Supplier shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur save where complying with this

provision would cause the Supplier or any member of the Supplier's Staff to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

13.3 If:

13.3.1 the Supplier breaches any of its obligations under Clause 13.1 and Clause 13.2;
or

13.3.2 the Supplier or any member of the Supplier's Staff commits any fraud in relation to the Contract or any other contract with the Customer or any other person,

without prejudice to any rights of termination, the Customer may recover in full from the Supplier and the Supplier shall on demand indemnify the Customer in full against any and all losses sustained by the Customer in consequence of the relevant breach or commission of fraud, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Contract Services and any additional expenditure incurred by the Customer in relation thereto.

14. TRANSFER AND SUB-CONTRACTING

14.1 The Supplier shall not assign, novate, enter into a Sub-Contract in respect of, or in any other way dispose of, the Contract or any part of it without the Customer's prior written consent. The Customer has consented to the engagement of any Sub-Contractors specifically identified in the Letter of Appointment.

14.2 The Supplier shall be responsible for all acts and omissions of its Sub-Contractors and those employed or engaged by the Sub-Contractors as though they are its own.

14.3 The Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

14.3.1 any other Contracting Body; or

14.3.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or

14.3.3 any private sector body which substantially performs the functions of the Customer,

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.

14.4 The Customer may, if it so chooses, nominate the sub-contractors to be used for specific Contract Services or contract with them directly. The Customer will consult fully with the Supplier before exercising this right.

14.5 The Customer may, if it chooses, use its in-house resources, business units and other framework agreements to deliver specific services. The Customer will consult fully with the Supplier before exercising this right.

14.6 Any change in the legal status of the Customer such that it ceases to be a Contracting Body shall not, subject to Clause 14.7, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Customer.

14.7 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to Clause 14.3 to a body which is not a Contracting Body or if there is a change in the legal status of the Customer such that it ceases to be a

Contracting Body (in the remainder of this Clause any such body being referred to as a "Transferee"):

- 14.7.1 the rights of termination of the Customer in Clause 8 shall be available to the Supplier in the event of, respectively, the bankruptcy or insolvency, or default of the Transferee; and
- 14.7.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the previous consent in writing of the Supplier.

14.8 The Customer may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purposes and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

14.9 For the purposes of Clause 14.7 each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

15. WAIVER

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

15.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 22 (Notices).

15.3 A waiver by either Party of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

16. CUMULATIVE REMEDIES

16.1 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

17. FURTHER ASSURANCES

17.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of the Contract.

18. SEVERABILITY

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

18.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

19. SUPPLIER'S STATUS

19.1 At all times during the term of the Contract the Supplier shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

20. ENTIRE AGREEMENT

- 20.1 The Contract, together with a completed, signed and dated Framework Agreement and the other documents referred to in them constitute the entire agreement and understanding between the Parties in respect of the matters dealt with in them and supersede, cancel and nullify any previous agreement between the Parties in relation to such matters.
- 20.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract.
- 20.3 The Supplier acknowledges that it has:
- 20.3.1 entered into the Contract in reliance on its own due diligence alone; and
 - 20.3.2 received sufficient information required by it in order to determine whether it is able to provide the Contract Services in accordance with the terms of the Contract.
- 20.4 Nothing in Clauses 20.1 and 20.2 shall operate:
- 20.4.1 to exclude fraud or fraudulent misrepresentation; or
 - 20.4.2 to limit the rights of the Customer pursuant to clause 33 of the Framework Agreement (Rights of Third Parties).

20.5 The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

21: CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

21.1 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, provided that this Clause 21.1 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

21.2 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of the Contract or any one or more Clauses of it.

21.3 Without prejudice to the Customer's rights as a Contracting Body under clause 33 of the Framework Agreement, the Supplier agrees that the Customer may enforce any of the provisions of the Framework Agreement referred to in clause 33.2 of the Framework Agreement and the Framework Schedule 12 as if they were terms of the Contract (reading references in those provisions to Contracting Bodies and the Supplier as references to the Customer and the Supplier respectively).

22. NOTICES

22.1 Except as otherwise expressly provided in the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless given or made in writing by or on behalf of the Party sending the communication.

22.2 Any notice or other communication given or made by either Party to the other shall:

22.2.1 be given by letter (sent by hand, post or a recorded signed for delivery service), facsimile or electronic mail confirmed by letter; and

22.2.2 unless the other Party acknowledges receipt of such communication at an earlier time, be deemed to have been given:

22.2.3 if delivered personally, at the time of delivery;

22.2.4 if sent by pre-paid post or a recorded signed for service two (2) Working Days after the day on which the letter was posted provided the relevant communication is not returned as undelivered;

22.2.5 if sent by electronic mail, two (2) Working Days after posting of a confirmation letter; and

22.2.6 if sent by facsimile, on the day of transmission if sent before 16:00 hours on any Working Day and otherwise at 9:00 hours on the next Working Day and provided that at time of transmission of the facsimile an error-free transmission report is received by the Party sending the communication.

- 22.3 For the purposes of Clause 22.2, the address, email address and fax number of each Party shall be the address, email address and fax number specified in the Letter of Appointment.
- 22.4 Either Party may change its address for service by serving a notice in accordance with this Clause 22.
- 22.5 For the avoidance of doubt, any notice given under the Contract shall not be validly served if sent by electronic mail (email) and not confirmed by a letter.

23. DISPUTES AND LAW

23.1 Governing Law and Jurisdiction

- 23.1.1 The Contract shall be governed by and interpreted in accordance with the Laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Contract.

24. Dispute Resolution

- 24.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the level of representative of each Party specified in the Letter of Appointment.
- 24.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 24.3 If the dispute cannot be resolved by the Parties pursuant to Clause 24.1, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 24.5 unless:
- 24.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or
- 24.3.2 the Supplier does not agree to mediation.
- 24.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier and the Supplier's Staff shall comply fully with the requirements of the Contract at all times.
- 24.5 The procedure for mediation is as follows:
- 24.5.1 a neutral adviser or mediator (the "**Contract Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Contract Mediator within ten (10) Working Days after a request by one Party to the other or if the Contract Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Contract Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the CEDR to appoint a Contract Mediator;
- 24.5.2 the Parties shall within ten (10) Working Days of the appointment of the Contract Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure;

- 24.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 24.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 24.5.5 failing agreement, either of the Parties may invite the Contract Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- 24.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Contract Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

25. DISASTER RECOVERY AND BUSINESS CONTINUITY

- 25.1 The Parties shall comply with the provisions of Schedule 3 (Disaster Recovery and Business Continuity).

26. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF THE SERVICES

- 26.1 Without prejudice to any other right or remedy which the Customer may have, if any Contract Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Contract then the Customer may (whether or not any part of the Contract Services have been delivered) do any of the following:
 - 26.1.1 at the Customer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy any failure in the performance of the Contract Services together with any damage resulting from such defect or failure (and where such defect or failure is capable of remedy) or to supply replacement Contract Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled, in accordance with the Customer's instructions;
 - 26.1.2 if Annex 1 of the Letter of Appointment provides for the payment of delay payments, then the Supplier shall pay such amounts (as stipulated in the Letter of Appointment) on demand. The delay payments will accrue on a daily basis from the relevant milestone date and will continue to accrue until the date when the milestone is achieved;
 - 26.1.3 carry out, at the Supplier's expense, any work necessary to make the Contract Services comply with the Contract;
 - 26.1.4 without terminating the Contract, itself supply or procure the supply of all or part of the Contract Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Contract Services in accordance with the Contract;
 - 26.1.5 without terminating the whole of the Contract, terminate the Contract in respect of part of the Contract Services only (whereupon a corresponding reduction in the

Contract Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Contract Services; and/or

26.1.6 charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Contract Services.

26.2 In the event that the Supplier:

26.2.1 fails to comply with Clause 26.1 and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or

26.2.2 persistently fails to comply with Clause 26.1,

the Customer may terminate the Contract with immediate effect by giving the Supplier notice in writing.

27. RECORDS AND AUDIT ACCESS

27.1 The Supplier shall keep and maintain for seven (7) Years after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Services provided under it, and the amounts paid by the Customer.

27.2 The Supplier shall keep the records and accounts referred to in Clause 27.1 above in accordance with Good Industry Practice and generally accepted accounting principles.

27.3 The Supplier shall afford the Customer and the auditors access to the records and accounts referred to in Clause 27.1 at the Supplier's premises and/or provide copies of such records and accounts, as may be required by the Customer and/or the auditors from time to time, in order that the Customer and/or the auditors may carry out an inspection including for the following purposes:

27.3.1 to verify the accuracy of the Contract Charges (and proposed or actual variations to them in accordance with this Contract), and/or the costs of all suppliers (including Sub-Contractors) of the Contract Services;

27.3.2 to review the integrity, confidentiality and security of the Customer Data held or used by the Supplier;

27.3.3 to review the Supplier's compliance with the DPA in accordance with this Contract and any other Laws;

27.3.4 to review the Supplier's compliance with its continuous improvement and benchmarking obligations set out in Schedule 7 of the Framework Agreement;

27.3.5 to review the Supplier's compliance with its security obligations set out, if appropriate, in clause 32 of Schedule 4 (Additional Optional Clauses).

27.3.6 to review any books of account kept by the Supplier in connection with the provision of the Contract Service;

- 27.3.7 to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
- 27.3.8 to inspect the Customer's assets, including the Intellectual Property Rights, equipment, facilities and maintenance, for the purposes of ensuring that the Customer's assets are secure and that any register of assets is up to date; and/or
- 27.3.9 to ensure that the Supplier is complying with its obligations under this Contract.
- 27.4 The Supplier shall on request afford the Customer, the Customer's representatives and/or the auditor access to such records and accounts as may be required by the Customer from time to time.
- 27.5 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) on request during the term of the Contract and for the period specified in the Letter of Appointment after the date of termination or expiry of the term of the Contract to the Customer and/or the auditors.
- 27.6 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Contract Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the auditor is outside of the control of the Customer.
- 27.7 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the auditors with all reasonable co-operation and assistance in
 - 27.7.1 all reasonable information requested by the Customer within the scope of the audit;
 - 27.7.2 reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Contract Services; and
 - 27.7.3 access to the Supplier's Staff.
- 27.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 27, unless the audit reveals a Material Breach by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

28. VARIATION

- 28.1 Subject to the provisions of this Clause 28, the Customer may request a variation to the Contract Services ordered provided that such variation does not amount to a material change to the Letter of Appointment. Such a change is hereinafter called a "Variation".
- 28.2 The Customer may request a Variation by completing and sending the Variation form set out in Schedule 2 (Variation Form) to the Supplier giving sufficient information for the Supplier to assess the extent of the Variation and any additional cost that may be incurred. The Supplier shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Letter of Appointment.
- 28.3 In the event that the Supplier is unable to provide the Variation to the Contract Services or where the Parties are unable to agree a change to the Contract Charges, the Customer may:
- 28.3.1 agree to continue to perform their obligations under the Contract without the Variation; or
- 28.3.2 terminate the Contract with immediate effect, except where the Supplier has already delivered part or all of the order in accordance with the Letter of Appointment or where the Supplier can show evidence of substantial work being carried out to fulfil the Letter of Appointment, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under Clause 24 (Dispute Resolution).
- 28.4 If the Parties agree the Variation and any variation in the Contract Charges, the Supplier shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.

29. MISTAKES IN INFORMATION

- 29.1 The Supplier shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Supplier in connection with the supply of the Contract Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein, except where such mistakes are the fault of the Customer.

SCHEDULE 1: SERVICE LEVELS

(Clause 2.1.1)

1. SCOPE

This Schedule sets out the Service Levels which the Supplier is required to achieve when delivering the Contract Services.

2. SERVICE LEVELS

2.1 The objectives of the Service Levels are to ensure that the Contract Services are of a consistently high quality and meet the requirements of the Customer.

2.2 The Service Levels are as follows:

Performance Criteria	Service Level	Performance Guidance
1. Requirement	1.1 Supplier did have the necessary understanding and expertise to meet Customer expectations.	The Supplier has a good knowledge of the subject and the environment in which the Customer operates - Customer expectations of Supplier expertise are met
	1.2 Supplier is open and proactive in optimising costs	Efforts made to minimise expenses - prices are in line with market expectations - Supplier is open in explaining price breakdown and working with the Customer to identify opportunities to reduce cost – accurate and timely billing of Customer and invoices provided in line with Customer requirements
	1.3 Supplier is proactive in identifying and managing risks	Supplier is proactive in identifying and allocating risk ownership - Supplier supports Customer in assigning and managing risks - Supplier is proactive in assessing impact of risks in the course of performing the Contract and raising issues as appropriate
2. Quality of advice	2.1 Supplier provides good advice provided within timescale and covers all issues requested appropriately.	Advice is technically sound and clearly expressed – Supplier adheres to timelines and shows right focus– Supplier strikes appropriate balance between covering issues thoroughly and providing unnecessary detail
3. Engagement & Relationship	3.1 Supplier engagement with the Customer is appropriate and focused on Contract Services delivery	Supplier uses the right channels within the department - Customer is able to distinguish between business development activity/roles and delivery activity/role - Supplier does not exploit its position/ relationship with the Customer

	3.2 Supplier establishes effective working relationships with the Customer	Supplier integrates well with Customer staff and other advisers- Supplier is flexible in its approach to the Customer - demonstrates a knowledge of Customer culture - manages engagement issues well and does not let them impact on delivery - Supplier builds good relationships with internal staff with the Customer - Supplier does not take advantage of its position / relationship with the Customer
4. Project Management	4.1 Supplier resources are deployed in the right way to deliver value.	Staff are consistent throughout the duration of the Services - the Supplier explains how project team has been put together to deliver the Services - resource requirement remains in line with that included in the proposal - focus on Contract Services delivery is maintained -
	4.2 Roles and responsibilities are clear	Supplier provides clarity as to the roles and responsibilities of each member of the legal team engaged
	4.3 Supplier governance and project management is effective in ensuring the assignment is successful	Issues were raised as soon as possible and solutions offered - delivery plan was developed and agreed with the Customer at the outset - progress against milestones was reported regularly and in line with Customer requirements - Customer satisfaction with delivery was monitored by the Supplier
	4.4 Original scoping was robust	The scope and resource requirement remained in line with initial proposal - initial proposal was accurate and did not need to be amended
5. Value for Money	5.1 Delivery on time	As per Supplier proposal
	5.2 Delivery on budget	As per Supplier proposal
	5.3 Value for Money	Extent to which the benefits - as outlined in the assignment proposal - were delivered
6. Skills Transfer	6.1 Skills transfer	Supplier identified opportunities for skills and knowledge transfer - Supplier delivered transfer within original time and budget
7. Exit Strategy	7.1 Project closure	Supplier reflected any exit strategy requirements in their proposal - the project was closed off with no outstanding dependencies
	7.2 Completion reports	On completion of each project, or at the end of key stages within a project if the customer so requests, the Contract will provide a summary of the work carried out to include his assessment of successes/failures and potential improvements that could be made

SCHEDULE 2: VARIATION FORM

(Clause 28)

Letter of Appointment being varied dated :

Variation Form No:.....

BETWEEN:

[insert name of Customer] ("**the Customer**")

and

[insert name of Supplier] ("**the Supplier**")

1. The Order is varied as follows and shall take effect on the date signed by both Parties:
2. Words and expressions in this Variation shall have the meanings given to them in the Contract (as defined in the Letter of Appointment).
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

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

SCHEDULE 3: DISASTER RECOVERY AND BUSINESS CONTINUITY

(Clause 25)

1. PURPOSE OF THIS SCHEDULE

- 1.1. This Schedule sets out the Customer's requirements for ensuring continuity of the business processes and operations supported by the Contract Services in circumstances of Contract Service disruption or failure and for restoring the Contract Services through business continuity and as necessary Disaster recovery procedures. It also includes the requirement on the Supplier to develop, review, test, change and maintain a BCDR Plan in respect of the Contract Services.
- 1.2. The BCDR Plan shall be divided into three parts:
 - 1.2.1. Part A which shall set out general principles applicable to the BCDR Plan ("**General Principles**").
 - 1.2.2. Part B which shall relate to business continuity ("**Business Continuity Plan**"); and
 - 1.2.3. Part C which shall relate to disaster recovery ("**Disaster Recovery Plan**"); and
- 1.3. The BCDR Plan shall detail the processes and arrangements which the Supplier shall follow to ensure continuity of the business processes and operations supported by the Contract Services following any failure or disruption of any element of the Contract Services and the recovery of the Contract Services in the event of a Disaster.

2. DEVELOPMENT OF BCDR PLAN

- 2.1. The BCDR Plan shall unless otherwise required by the Customer in writing, be based upon and be consistent with the provisions of paragraphs 3 and 5 of this Schedule 3 (Disaster Recovery and Business Continuity).
- 2.2. The Supplier shall ensure that its Sub-Contractors' disaster recovery and business continuity plans are integrated with the BCDR Plan.

3. PART A - GENERAL PRINCIPLES AND REQUIREMENTS

- 3.1. The BCDR Plan shall:
 - 3.1.1. set out how its business continuity and Disaster recovery elements link to each other;
 - 3.1.2. provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the Contract Services;
 - 3.1.3. contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Framework supplier with respect to issues concerning business continuity and disaster recovery where applicable;
 - 3.1.4. detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Customer and any of its other Framework suppliers as notified to the Supplier by the Customer from time to time;
 - 3.1.5. contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels

(including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Customer;

3.1.6. contain a risk analysis, including:

3.1.6.1. failure or disruption scenarios and assessments and estimates of frequency of occurrence;

3.1.6.2. identification of any single points of failure within the Contract Services and processes for managing the risks arising there from;

3.1.6.3. identification of risks arising from the interaction of the Contract Services with the services provided by a Framework supplier; and

3.1.6.4. a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;

3.1.7. provide for documentation of processes, including business processes, and procedures;

3.1.8. set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Customer;

3.1.9. identify the procedures for reverting to "normal service";

3.1.10. set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than 0 % of data loss and to preserve data integrity;

3.1.11. identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the BCDR Plan; and

3.1.12. provide for the provision of technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer's business continuity plans.

3.2. The BCDR Plan shall be designed so as to ensure that:

3.2.1. The Contract Services are provided in accordance with the Contract at all times during and after the invocation of the BCDR Plan;

3.2.2. the adverse impact of any Disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;

3.2.3. it aligns with the relevant provisions of ISO/IEC17799:2000, BS15000 (as amended) and all other industry standards from time to time in force; and

3.2.4. there is a process for the management of Disaster recovery testing detailed in the BCDR Plan.

3.3. The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Contract Services or to the business processes facilitated by and the business operations supported by the Contract Services.

3.4. The Supplier shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Contract Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. PART B - BUSINESS CONTINUITY ELEMENT - PRINCIPLES AND CONTENTS

4.1. The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Contract Services remain supported and to ensure continuity of the business operations supported by the Contract Services including but not limited to and unless the Customer expressly states otherwise in writing:

4.1.1. the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Contract Services; and

4.1.2. the steps to be taken by the Supplier upon resumption of the Contract Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

4.2. The Business Continuity Plan shall address the various possible levels of failures of or disruptions to the Contract Services and the services to be provided and the steps to be taken to remedy the different levels of failure and disruption. The Business Continuity Plan shall also clearly set out the conditions and/or circumstances under which the Disaster Recovery Plan is invoked.

5. PART C - DISASTER RECOVERY ELEMENT - PRINCIPLES AND CONTENTS

5.1. The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer supported by the Contract Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2. The Disaster Recovery Plan shall only be invoked upon the occurrence of a Disaster.

5.3. The Disaster Recovery Plan shall include the following:

5.3.1. the technical design and build specification of the disaster recovery system;

5.3.2. details of the procedures and processes to be put in place by the Supplier and any Sub-Contractor in relation to the disaster recovery system and the provision of the disaster recovery services and any testing of the same including but not limited to the following:

5.3.2.1. data centre and disaster recovery site audits;

5.3.2.2. backup methodology and details of the Supplier's approach to data back-up and data verification;

5.3.2.3. identification of all potential disaster scenarios;

5.3.2.4. risk analysis;

5.3.2.5. documentation of processes and procedures;

5.3.2.6. hardware configuration details;

- 5.3.2.7. network planning including details of all relevant data networks and communication links;
 - 5.3.2.8. invocation rules;
 - 5.3.2.9. services recovery procedures;
 - 5.3.2.10. steps to be taken upon Contract Services resumption to address any prevailing effect of the Contract Services failure or disruption;
- 5.3.3.any applicable Service Levels with respect to the provision of disaster recovery services and details of any agreed relaxation upon the Service Levels during any period of invocation of the Disaster Recovery Plan;
- 5.3.4.details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.3.5.access controls (to any disaster recovery sites used by the Supplier or any Sub-Contractor in relation to its obligations pursuant to this Schedule 3); and
- 5.3.6.testing and management arrangements.

6. PROVISION, REVIEW AND AMENDMENT OF THE BCDR PLAN

- 6.1. The Supplier shall provide a draft of the BCDR Plan within twenty (20) Working Days following the Contract Commencement Date.
- 6.2. The Supplier shall review part or all of the BCDR Plan (and the risk analysis on which it is based):
- 6.2.1.on a regular basis and as a minimum once every six (6) Months;
 - 6.2.2.within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 8 of this Schedule; and
 - 6.2.3.where the Customer requests any additional reviews (over and above those provided for in paragraphs 6.2.1 and 6.2.2 of this Schedule) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer's written requirements. The costs of both Parties for any such additional reviews will be met by the Customer.
- 6.3. Each review pursuant to paragraph 6.1 of the BCDR Plan shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Contract Services or any underlying business processes and operations facilitated by or supported by the Contract Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to the occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within the period required by the BCDR Plan or if no such period is required within such period as the Customer shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Customer a report ("**Review Report**") setting out:
- 6.3.1.the findings of the review;

6.3.2.any changes in the risk profile associated with the Contract Services; and

6.3.3.the Supplier's proposals ("**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.

6.4. The Supplier shall as soon as is reasonably practicable after receiving the Customer's written approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the project's risk profile.

7. TESTING OF THE BCDR PLAN

7.1. The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every year during the Contract period). Subject to paragraph 7.2, the Customer may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Customer considers it necessary, including where there has been any change to the Contract Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

7.2. If the Customer requires an additional test of the BCDR Plan it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Customer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Customer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3. Following each test, the Supplier shall send to the Customer a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Customer considers to be necessary as a result of those tests.

7.4. The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Where required by the Customer, each test shall be carried out under the supervision of the Customer or its nominee.

7.5. The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Customer. Copies of live test data used in any such testing shall be (if so required by the Customer) destroyed or returned to the Customer on completion of the test.

7.6. The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Customer a report setting out:

7.6.1.the outcome of the test;

7.6.2.any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test;
and

7.6.3.the Supplier's proposals for remedying any such failures.

- 7.7. Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.
- 7.8. For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Schedule 3 or otherwise.
- 7.9. The Supplier shall also perform a test of the BCDR Plan as part of the commissioning of the Contract Services.

8. INVOCATION OF THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

- 8.1. In the event of a complete loss of the Contract Service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Customer promptly of such invocation). In all other instances the Supplier shall only invoke or test the BCDR Plan with the prior written consent of the Customer.
- 8.2. Following a request from the Customer, the Supplier shall provide a written incident report and the BCDR Plan review following a plan invocation, but in any event within twenty (20) Working Days of full business recovery.

SCHEDULE 4: ADDITIONAL/ OPTIONAL CLAUSES

**Time of the Essence
Supplier's Staff
Protection of Information**

30. TIME OF THE ESSENCE

- 30.1 Because of the nature of the Contract Services to be provided, time will be of the essence of the Contract when a delivery date has been agreed and any late delivery or performance by the Supplier, will be treated as a fundamental breach of the Contract not capable of remedy when interpreting Clause 8 of the Contract, except where the delay is caused:
- 30.1.1 through the fault of the Customer or another supplier to the Customer; or
 - 30.1.2 through reason of Force Majeure (as defined and applied in the Framework Agreement).
- 30.2 In the event of late delivery of the Contract Services caused other than by the exceptions given above:
- 30.2.1 the Customer may withhold any or all of the outstanding value of the Contract;
 - 30.2.2 at the request of the Customer, the Supplier will repay any or all amounts already paid to him in respect of the Contract; and
 - 30.2.3 the Customer shall have the right to decide what amounts will be withheld or repaid.
- 30.3 In exercising its rights or remedies under this Clause, the Customer will act in a reasonable and proportionate manner paying full and proper regard to the real loss in value of the Contract Service that the late delivery has caused.
- 30.4 In the event that late delivery results in the Contract Services having no value to the Customer and no payment is made to the Supplier, then the Supplier shall retain all rights in any materials he has produced and the Customer shall have no rights to such materials.

31. SUPPLIER'S STAFF

- 31.1 The Customer may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Customer's premises:
- 31.1.1 any member of the Supplier's Staff; or
 - 31.1.2 any person employed or engaged by any member of the Supplier's Staff,
 - 31.1.3 whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

- 31.2 At the Customer's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission to the Customer's premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.
- 31.3 Supplier's Staff engaged within the boundaries of the Customer's premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Customer's premises.
- 31.4 If the Supplier fails to comply with Clause 31.2 within three (3) weeks of the date of the request, the Customer may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.
- 31.5 The decision of the Customer as to whether any person is to be refused access to the Customer premises and as to whether the Supplier has failed to comply with Clause 31.2 shall be final and conclusive.

Relevant Convictions

"Relevant Conviction"

means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006.) which are relevant to the provision of the Contract Services by the Supplier;

- 31.6 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found by the Supplier to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure & Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval.
- 31.7 For each member of Supplier's Staff who, in providing the Contract Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):
- 31.7.1 carry out a check with the records held by the Department for Education (DfE);
 - 31.7.2 conduct thorough questioning regarding any Relevant Convictions; and
 - 31.7.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure & Barring Service (DBS),

31.7.4 and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Contract Services any person who has a Relevant Conviction or an inappropriate record.

32. PROTECTION OF INFORMATION

“Security Management Plan” means the security management plan set out in Schedule 5;

“Security Policy” means any security policy included in the Letter of Appointment or otherwise notified to the Supplier by the Customer in writing;

32.1 Security Requirements

- 32.1.1 The Supplier shall comply, and shall procure the compliance of the Supplier's Staff, with the Security Policy and the Security Management Plan and the Supplier shall ensure that the its Security Management Plan fully complies with the Security Policy.
- 32.1.2 The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 32.1.3 the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Contract Services it may notify the Customer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 32.1.4 Until and/or unless a change to the Contract Charges is agreed by the Customer pursuant to Clause 32.1.3 the Supplier shall continue to perform the Contract Services in accordance with its existing obligations.

32.2 Malicious Software

- 32.2.1 The Supplier shall, as an enduring obligation 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 in the ICT environment (or as otherwise agreed between the Parties).
- 32.2.2 Notwithstanding Clause 32.2.1, if malicious software is found, the Parties shall cooperate to reduce the effect of the malicious software and, particularly if malicious software causes loss of operational efficiency or loss or corruption of Customer Data, assist each other to mitigate any losses and to restore the Contract Services to their desired operating efficiency.
- 32.2.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 32.2.1 shall be borne by the Parties as follows:
- 32.2.4 by the Supplier, where the malicious software originates from the Supplier's software or the Customer Data (whilst the Customer 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 Customer when provided to the Supplier; and
- 32.2.5 by the Customer if the malicious software originates from the Customer's software or the Customer Data (whilst the Customer Data was under the control of the Customer).

32.3 Security of Premises

- 32.3.1 The Customer shall be responsible for maintaining the security of the Customer's premises in accordance with its standard security requirements. The Supplier shall comply with all reasonable security requirements of the Customer while on the Customer's premises and shall ensure that all Supplier's Staff comply with such requirements.
- 32.3.2 The Customer shall provide the Supplier upon request copies of its written security procedures and shall afford the Supplier upon request an opportunity to inspect its physical security arrangements.

32.4 Customer Data

- 32.4.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 32.4.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly approved by the Customer.
- 32.4.3 To the extent that the Customer Data is held and/or Processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer and in the format specified in this Contract (if any) and in any event as specified by the Customer from time to time in writing.
- 32.4.4 To the extent that Customer Data is held and/or Processed by the Supplier, the Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 32.4.5 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the Customer's security policy as set out in the Annex or as notified to the Supplier in writing by the Customer.
- 32.4.6 The Supplier shall ensure that any system on which the Supplier holds any Customer Data which is protectively marked shall be accredited using Security Policy Framework and IA Policy, taking into account guidance on Risk Management and Accreditation of Information Systems HMG IA Standard Number 2 (Risk Management and Accreditation of Information Systems) and the Supplier shall review such accreditation status at least once in each calendar Year to assess whether material changes have occurred which could alter the original accreditation decision. If any such changes have occurred then the Supplier shall resubmit such system for accreditation.
- 32.4.7 If the Customer Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Material Breach so as to be unusable, the Customer may:
- 32.4.8 require the Supplier (at the Supplier's expense) to restore or procure the restoration of the Customer Data to the extent and in accordance with the BCDR Plan and the Supplier shall do so as soon as practicable but in accordance with the time period notified by the Customer; and/or

- 32.4.9 itself restore or procure the restoration of Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the BCDR Plan.
- 32.4.10 If at any time the Supplier suspects or has reason to believe that the Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.

32.5 Process of Personal Data outside of the EEA

- 32.5.1 The Supplier shall not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Contract Commencement Date, the Supplier (or any Sub-Contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:
- 32.5.2 the Supplier shall submit a request for Variation to the Customer which shall be dealt with in accordance with the Variation procedure and paragraph 32.5.3.1 to 32.5.3.6.2 below;
- 32.5.3 the Supplier shall set out in its request for a Variation details of the following:
- 32.5.3.1 the Personal Data which will be Processed and/or transferred outside the European Economic Area;
 - 32.5.3.2 the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
 - 32.5.3.3 any Sub-Contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
 - 32.5.3.4 how the Supplier will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Customer's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;
 - 32.5.3.5 in providing and evaluating the request for Variation, the Parties shall ensure that they have regard to and comply with then-current Customer, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally but, for the avoidance of doubt, the Customer may, in its absolute discretion, refuse to grant approval of such Process and/or transfer any Personal Data outside the European Economic Area; and
 - 32.5.3.6 the Supplier shall comply with such other instructions and shall carry out such other actions as the Customer may notify in writing, including:
 - 32.5.3.6.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the Parties; and

32.5.3.6.2 procuring that any Sub-Contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Customer on such terms as may be required by the Customer, which the Supplier acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).

32.5.4 The Supplier shall, at all times during and after the Contract Period, indemnify the Customer and keep the Customer fully indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Customer arising from any breach of the Supplier's obligations under this Clause 32.5.4 except and to the extent that such liabilities have resulted directly from the Customer's instructions.

SCHEDULE 5: SECURITY MANAGEMENT PLAN

In this Schedule the following provisions shall have the meanings given to them below:

"Breach of Security"	in accordance with the security requirements in the Letter of Appointment and the Security Policy, the occurrence of: <ul style="list-style-type: none">(a) any unauthorised access to or use of the Contract Services, the sites where the Contract Services are provided, the Supplier's system and/or any ICT, information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Contract; and/or(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Contract;
"ISMS"	The Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the Parties and will directly reflect the scope of the Contract Services;
"Protectively Marked"	shall have the meaning as set out in the Security Policy Framework;
"Security Management Plan"	means the security management plan set out in this Schedule;
"Security Policy"	means any security policy included in the Annex or otherwise notified to the Supplier by the Customer in writing;
"Security Framework"	Policy means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division);
"Security Tests"	shall have the meaning set out in paragraph 4 of this Schedule;
"Statement of Applicability"	of shall have the meaning set out in ISO/IEC 27001 and as agreed by the Parties during the procurement phase.

1. INTRODUCTION

- 1.1 This Schedule covers:
 - 1.1.1 principles of protective security to be applied in delivering the Contract Services;
 - 1.1.2 wider aspects of security relating to the Contract Services;
 - 1.1.3 the development, implementation, operation, maintenance and continual improvement of an ISMS;
 - 1.1.4 the creation and maintenance of the Security Management Plan;
 - 1.1.5 audit and testing of ISMS compliance with the security requirements (as set out in the Annex);
 - 1.1.6 conformance to ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice) and;
 - 1.1.7 obligations in the event of actual, potential or attempted breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 The Supplier acknowledges that the Customer places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the ISMS.
- 2.2 The Supplier shall be responsible for the effective performance of the ISMS and shall at all times provide a level of security which:
 - 2.2.1 is in accordance with Good Industry Practice, Law and this Contract;
 - 2.2.2 complies with the Security Policy;
 - 2.2.3 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) available from the Cabinet Office Security Policy Division (COSPD);
 - 2.2.4 meets any specific security threats to the ISMS;
 - 2.2.5 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 3 of this Schedule;
 - 2.2.6 complies with the security requirements as set out in the Letter of Appointment; and
 - 2.2.7 complies with the Customer's ICT standards.
- 2.3 The references to standards, guidance and policies set out in paragraph 2.2 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, from time to time.
- 2.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Customer's Representative of such inconsistency

immediately upon becoming aware of the same, and the Customer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

3. ISMS AND SECURITY MANAGEMENT PLAN

3.1 Introduction

- 3.1.1 The Supplier shall develop, implement, operate, maintain and continuously improve and maintain (and ensure that all Supplier's Staff and Sub-Contractors implement and comply with) an ISMS which will be approved, by the Customer, tested periodically updated and audited in accordance with ISO/IEC 27001.
- 3.1.2 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule to apply during the term of this Contract.
- 3.1.3 The Supplier shall comply with its obligations set out in the Security Management Plan and any other provision of the Framework Agreement relevant to security.
- 3.1.4 Both the ISMS and the Security Management Plan shall, unless otherwise specified by the Customer, aim to protect all aspects of the Contract Services and all processes associated with the delivery of the Contract Services, including the sites where the Contract Services are provided, the Supplier's system and any ICT, information and data (including the Customer Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Contract.
- 3.1.5 The Supplier is responsible for monitoring and ensuring that it is aware of changes to the Security Policy. The Supplier shall keep the Security Management Plan up-to-date with the Security Policy as amended from time to time.

3.2 Development of the Security Management Plan

- 3.2.1 Within twenty (20) Working Days after the date of this Contract or such other period as otherwise agreed by the Parties in writing) and in accordance with paragraph 3.4 (Amendment and Revision), the Supplier will prepare and deliver to the Customer for approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 3.2.2 If the Security Management Plan, or any subsequent revision to it in accordance with paragraph 3.4 (Amendment and Revision), is approved it will be adopted immediately and will replace the previous version of the Security Management Plan. If the Security Management Plan is not approved the Supplier shall amend it within ten (10) Working Days or such other period as the Parties may agree in writing of a notice of non-approval from the Customer and re-submit to the Customer for approval. The Parties will 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 (or such other period as the Parties may agree in writing) from the date of its first submission to the Customer. If the Customer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with Clause 24 (Dispute Resolution). No approval to be given by the Customer pursuant to this paragraph 3.2.2 may be unreasonably withheld or delayed. However where the Customer does not approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4 shall be deemed to be reasonable.

3.3 Content of the Security Management Plan

- 3.3.1 The Security Management Plan will set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Contract Services and all processes associated with the delivery of the Contract Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Contract Services comply with the provisions of this Contract (including this Schedule, the principles set out in paragraph 2.2 and any other elements of this Contract relevant to security or any data protection guidance produced by the Customer);
- 3.3.2 The Security Management Plan (including the draft version) should also set out the plans for transiting all security arrangements and responsibilities from those in place at the Contract Commencement Date to those incorporated in the Supplier's ISMS at the date set out in the Annex for the Supplier to meet the full obligations of the security requirements set out in this Contract and in the Letter of Appointment.
- 3.3.3 The Security Management Plan will be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules of this Contract which cover specific areas included within that standard.
- 3.3.4 The Security Management Plan shall be written in plain English in language which is readily comprehensible to the Supplier's Staff and the Customer engaged in the Contract Services and shall only reference documents which are in the possession of the Customer or whose location is otherwise specified in this Schedule.

3.4 Amendment and Revision of the ISMS and Security Management Plan

- 3.4.1 The ISMS and Security Management Plan will be fully reviewed and updated by the Supplier annually, or from time to time to reflect:
 - 3.4.2 emerging changes in Good Industry Practice;
 - 3.4.3 any change or proposed change to the Supplier System, the Contract Services and/or associated processes;
 - 3.4.4 any new perceived or changed security threats;
 - 3.4.5 any reasonable request by the Customer.
- 3.4.6 The Supplier will provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the ISMS and Security Management Plan at no additional cost to the Customer. The results of the review should include, without limitation:
 - 3.4.6.1 suggested improvements to the effectiveness of the ISMS;
 - 3.4.6.2 updates to the risk assessments;
 - 3.4.6.3 proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the ISMS; and
 - 3.4.6.4 suggested improvements in measuring the effectiveness of controls.

- 3.4.7 On receipt of the results of such reviews, the Customer shall approve any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at paragraph 3.2.2.
- 3.4.8 Any change or amendment which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a Customer request or change to the requirement set out in the Letter of Appointment or otherwise) shall be subject to the Variation procedure set out in the Contract and shall not be implemented until approved in writing by the Customer.

4. TESTING

- 4.1 The Supplier shall conduct tests of the ISMS ("**Security Tests**") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Customer.
- 4.2 The Customer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Customer with the results of such tests (in a form approved by the Customer in advance) as soon as practicable after completion of each Security Test.
- 4.3 Without prejudice to any other right of audit or access granted to the Customer pursuant to this Contract, the Customer and/or its authorised representatives shall be entitled, at any time and without giving 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 Customer may notify the Supplier of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Contract Services. If such tests adversely affect the Supplier's ability to deliver the Contract Services to the agreed Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the tests.
- 4.4 Where any Security Test carried out pursuant to paragraphs 4.1 and 4.2 above reveals any actual or potential Breach of Security and/or security failure or weaknesses, the Supplier shall promptly notify the Customer in writing 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 Customer's approval in accordance with paragraph 3.2.2, the Supplier shall implement such changes to the ISMS and the Security Management Plan in accordance with the timetable agreed with the Customer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan to address a non-compliance with the Security Policy or security requirements (as set out in the Letter of Appointment), the change to the ISMS or Security Management Plan shall be at no cost to the Customer. For the purposes of this paragraph 4, weaknesses means a vulnerability in security and failure means a possible breach of the Security Management Plan or security requirements.

5. COMPLIANCE WITH ISO/IEC 27001

- 5.1 Where the Customer requests, the Supplier shall obtain independent certification of the ISMS to ISO/IEC 27001 within [twelve (12)] Months of the Contract Commencement Date or such reasonable time period as to be agreed with the Customer and shall maintain such certification for the duration of the Contract.
- 5.2 If certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the Supplier reasonably believes that it is not compliant with ISO/IEC 27001, the Supplier shall promptly notify the Customer of this and the Customer in its absolute discretion may waive the requirement for certification in respect of the relevant parts.
- 5.3 The Customer shall be entitled to carry out such regular security audits as may be required, and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001.

- 5.4 If, on the basis of evidence provided by such audits, it is the Customer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the Supplier, then the Customer 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 become compliant with the principles and practices of ISO/IEC 27001. If the Supplier does not become compliant within the required time then the Customer has the right to obtain an independent audit against these standards in whole or in part.
- 5.5 If, as a result of any such independent audit as described in paragraph 5.3 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 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 Customer in obtaining such audit.

6. BREACH OF SECURITY

- 6.1 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.
- 6.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Supplier shall:
- 6.3 immediately take all reasonable steps necessary to:
- 6.3.1 remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat; and
 - 6.3.2 prevent an equivalent breach in the future.
- 6.4 Such steps shall include any action or changes reasonably required by the Customer. In the event that such action is taken in response to a breach that is determined by the Customer acting reasonably not to be covered by the obligations of the Supplier under this Contract, then the Supplier shall be entitled to refer the matter to the Variation procedure set out in the Contract; and
- 6.5 as soon as reasonably practicable provide to the Customer full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.

Contract Services

Care Quality Commission Service Type Requirements:

1. EXECUTIVE SUMMARY

This is a specification for Estates Professional services required by the Care Quality Commission (CQC) in the delivery of Business Objectives and our Estate Strategy.

CQC has an estate of seven properties over 11,904 m² that accommodate in excess of 1,400 estates based staff with an annual running cost of circa £12m. Between 2016 and 2019 there are a number of lease breaks and expiries (please see timetable in section 5) that CQC is required to exercise in line with Government Property Controls unless business cases are approved for exception.

Links to other Strategies within CQC

The Estates strategy sits alongside and complements other CQC and Government strategies including the CQC 2016 – 21 strategy, our workforce strategy, Business, Information Management and Digital strategies and the Government ICT and Estates strategies. This strategy will support making CQC an attractive and flexible place to work by enabling our people to work whether they are at home, in the office, travelling or on site with a provider. It will help support Priority 4 'Improve our efficiency and effectiveness' by ensuring we have modern, flexible workplaces which efficiencies for staff and budget savings.

CQC is supporting the aim of delivering savings for accommodation in broader government by where possible moving to other parts of the Crown estate in order to release commercial buildings/accommodation from the overall estate please see section 5.

2. THE REQUIREMENT

Summary

CQC require the support of expert professional Estates Services to support CQC Estates & Facilities function to ensure that property occupation provide optimum value for money and compliant with lease requirements. Using a call off contract that provides professional advice and support including but not limited to the following

1. Use of property surveyors and specialists to survey condition of proposed new property(s) including mechanical and electrical condition and presence of any environmental hazards such as asbestos and contaminated land;
2. Limit liability of CQC repair and reinstatement obligations and agree financial settlement with our Landlords;
3. Review Landlords schedule of condition and limit potential liability
4. Ensure all break opportunities are met and all notices are served;
5. Provide notification of potential Terminal Dilapidations at least 12 months in advance of known event dates;

6. Undertake Rent Review negotiations to achieve negotiated settlement and value for money;
7. Undertake Property Rating Appeals against valuation of property and the rates that local authorities have set, and seek 80% business rates reductions – this service has generated savings in the past and that savings from this will support the cost of some aspects of the move or the professional fee required in the case;
8. Ensure that the CQC asset valuations are objective, fair, impartial and expert.
9. Ensure that CQC Finance have accurate and credible book values.
10. Ensure that CQC have an estimate of current market value, an indication of the confidence level or probable accuracy of the result, the estimated value range, and various other relevant property market information.
11. Conduct Property Service Charge audits and seek ways to minimise CQC liabilities, and seek opportunities to negotiate savings with landlords;
12. Some use of property agents to assist in search for potential property in line with CQC business requirements and GPU control requirements and design standards;
13. Property services surveyors to assist CQC in negotiation of all lease consents such as licence for alteration and telecom installation agreements.

The above services will help CQC meet contractual agreements and achieve an increased utilisation of our offices to ensure our existing accommodation can meet the future growth requirements without resorting to the acquisition of additional premises. Our current space use per fte will be better than the Government's target of 8m2 per FTE. The completed work would also support the Cabinet Office's "The Way We Work" programme and the Government's Estate Strategy and sets out how CQC will optimise the cost-effective use of its work space and technology by encouraging modern, collaborative and flexible working practices.

ACTUAL REQUIREMENTS

1. Take account of any CQC estate strategy, estates design principles, Financial Business Case models, or alternative strategy or direction provided within a specific brief;
2. Take into account CQC data and buildings security, IT access and Records and Document Management policies.
3. Take full account of current legislation, Government Guidance and Best Practice.
4. Ensure that any advice provided complies with CQC values and business objectives;
5. Ensure that the services, are delivered within the agreed timescales, fees and approvals;
6. Ensure that the work complies with the specification and meets appropriate professional, technical, quality, safety and environmental standards and current Government education and social care standards and guidelines;
7. Ensure that the work complies with Contracting Authorities' policies and procedures;
8. Demonstrate the ability to effectively review service delivery in order to continually improve performance;
9. Demonstrate the commitment to help raise standards.

3. RESPONSIBILITIES

The Contractor shall:

- a) Appoint a point of contact to oversee the work and liaise with / report to CQC principle service manager;
- b) Attend regular meetings at agreed intervals, issue quarterly reports, or "as and when required by CQC.
- c) Required to work with the CQC Estates & Facilities team and other retained external professional estates services providers such as, solicitors and design & build suppliers.
- d) The Successful supplier will deal with their own sub-contractors and all payments go via successful bidder.

4. CONTRACT MANAGEMENT AND MONITORING

1. Provide effective communication arrangements with CQC Estates & Facilities teams, and where necessary, other staff groups, for example, regional teams;
2. Monthly reports are required that briefly set out progress and spend to date of each instruction.
3. To hold regular account meetings at agreed intervals, where work instructions, financials and service quality and management is discussed.
4. Provide and maintain personnel with appropriate qualifications and experience in the relevant professional disciplines and specialist areas;
5. Ensure that the services, are delivered within the agreed timescales, fees and approvals;
6. Ensure that the work complies with the specification and meets appropriate professional, technical, quality, safety and environmental standards and current Government education and social care standards and guidelines;
7. Ensure that the work complies with Contracting Authorities' policies and procedures;
8. Demonstrate the ability to effectively review service delivery in order to continually improve performance;
9. Demonstrate the commitment to help raise standards
10. Supplier must attend contract management meetings on quarterly basis.
11. Post project reviews will take place that include a review of how professional property services are used, recording these experiences will allow CQC to better understand the extent to which professional property services will be used in the future.

5. TIMETABLE

In the following table we have set out the key lease events, relocations, planned acquisitions or refurbishments where advice may be required

Building	Event	Date
Nottingham Axis Building	Lease break	October 2019
Preston Guild centre	Lease break	October 2017
Bristol Colston building	Lease expiry	November 2018
Leeds, St Pauls House	Lease expiry	January 2019
Citygate, Newcastle	Lease expiry	August 2019
Buckingham Palace Road	Lease expiry	2021
Birmingham	Lease expiry	2025

We also have 'hub' offices in Penrith, Cambridge, Southampton, Plymouth and Manchester. These are minor occupations hosted by other government or local authority so we anticipate no project or refurbishment work.

6. PROCUREMENT TIMETABLE

Key Actions	Dates
Deadline for Questions	14th December 2016
Tender return date	16 th December 2016
<i>Proposed Contract award</i>	19 th January 2017
<i>Proposed Contract start date</i>	W/C 20 th February 2017

7. SKILLS AND KNOWLEDGE TRANSFER

The selected supplier will be required to work with existing staff on a day-to-day basis to ensure knowledge transfer and upskilling.

All reports and outputs will be the property of the CQC. The requirements will of course continue to benefit the skills and experience of in-house estates and facilities staff as they will be involved as much as possible from an intelligent client function, we will also continue to use in-house staff to deliver tasks and activities where they have the necessary skills.

8. FURTHER INFORMATION

CQC Properties For each instruction, CQC estates will write up a brief find including a description of our objective and required outputs for each instruction, the supplier is required to respond with a service order, estimated hours and cost, individual(s) assigned to work on the instruction and any special requirements. The call off contract terms and conditions will apply to all work orders placed between CQC and supplier. CQC will then sign and return the service order and would usually follow on with a purchase order number for the suppliers to quote.

There are a number of agreed key documents covering the management and administration of the estate, including:

- a) Accommodation location and design principles – this will also include and reflect current Government building floor plate guidelines, e.g. the building floor plates should deliver well lit, provide good quality floor space capable of occupation in accordance with Government occupation targets, being an allocation of 8.0 metres per Full-time equivalent or less;
- b) Master Property Database – contains all property cost and key lease terms such as break dates, Energy Performance Certificate (EPC) information, and key CQC, landlord and agents contacts, and property performance data such as costs per m2 and fte;
- c) Property "Lease" event tracker - this ensures key events are properly recorded, accurate and diarised for further action. This will list off events such as break notice serve date, break date, rent review, lease expiry, etc., dates in chronological order;
- d) A template for presentation of property agreements/deeds - this provides the CQC authorised signatory with appropriate summary of key information in order to sign and seal the documents. The template sets out what is being presented, the governance route followed, the benefits, costs and key terms;
- e) A strategic Health and Safety schedule CQC properties – the schedule sets out requirements at each office, who is responsible, who provides the service and how often the maintenance takes place.

The indicative whole life costing envelope for this project is circa £176k - £186k including VAT

Contract duration is for two years with an option to extend for a further 1 year (2+1).

9. AUTHORISATION

The following person is authorised to act as the Customer's Representative on all matters relating to the Contract:



Care Quality Commission

Citygate

Gallowgate

Newcastle

NE1 4PA

10. ADDRESS FOR PAYMENT

All invoices must be posted to the address below.

CARE QUALITY COMMISSION

T70 PAYABLES F175

PHOENIX HOUSE

TOPCLIFFE LANE

WAKEFIELD

All invoices must have a clearly visible **purchase order number**. CQC will aim to pay all correct invoices within 30 working days.

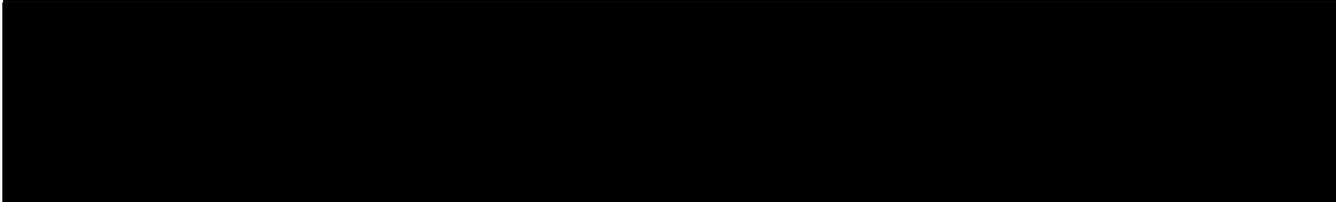
EVALUATION CRITERIA	EVALUATION INTENTION	WEIGHT
<p>Overview Tenders must provide a concise summary highlighting the key aspects of the proposal.</p>	<p>This response is not evaluated and is used to contextualise the Tenderer's response. N/a</p>	<p>N/A</p>
<p>Capability and Experience: Please set out the experience of the individuals who would carry out the required services as outlined in the specification including as part of a professional team and working on a portfolio of properties..</p>	<p>Seeks to establish that the Tenderer has the appropriate leadership, expertise and credibility in the field and the skills, qualifications and experience to lead the scope of service delivery requirements including:</p> <ol style="list-style-type: none"> 1. leadership arrangements are sufficient and suitable to ensure successful delivery 2. Please state your professional accreditations and background of the individuals who would manage and undertake the work 3. Outline your experience of working with the Public Sector 4. Public Sector estate services case studies <p>Provide several references of related work of similar scope</p>	<p>15%</p>
<p>Method statement: Describe (with specific reference to the requirement and the outcomes expected) how it is intended to deliver the services required</p>	<p>Please provide specific proposals that include:</p> <ol style="list-style-type: none"> 1. key performance indicators 2. How you will monitor the quality of the work (including management of any sub-contractors identified please include who they are and how they are managed). 3. deliver the work within an achievable timeline 4. how it will manage delivery risks 5. how it will monitor, measures and assures quality outcomes 	<p>20%</p>

EVALUATION CRITERIA	EVALUATION INTENTION	WEIGHT
<p>Resource Plan: Provide a complete resource plan for the delivery of the requirements and organisational capacity to undertake the work given other commitments and contingencies, including a statement of wider team availability and support arrangements).</p>	<p>The Tenderer's response shows that it:</p> <ul style="list-style-type: none"> a. has the organisational capacity to undertake the work given other commitments and contingencies b. Has identified appropriate management of these resources Has assigned suitably qualified and experienced resource for service delivery c. Has a resource plan that integrates with the method statement(s) 	20%
<p>Exit Strategy & Skills Transfer: Describe the processes and deliverables of the exit phase of the service and how skills will be retained within the Authority.</p>	<p>Seeks to ensure that the Tenderer will transfer knowledge back into the Authority and exit the contract in such a way as to facilitate re-procurement and instruction termination. The Tenderer knowledge transfer arrangements and exit strategy is credible and can achieve the required outputs.</p>	5%
<p>Financial Evaluation</p>	<ul style="list-style-type: none"> 1. Additional discounts are you offering for the work. 2. Confirmation that you can provide services within the locations listed in section 5. 3. What additional discounts are you offering for the work set out the schedule of fees. 4. Proposed method of delivery for each of the requirements listed at 'Outline of Required Services' with regard to meeting the specifics. 	40%

Table 1 : Tenders will be scored using the below scoring table:

Bidders are required to be meet the minimum satisfactory level grade 2 in order for CQC to be assured the requirements will be met.

GRADE LABEL	GRADE	DEFINITION OF GRADE
Unacceptable	0	The response has been omitted, or the Tenderer proposal evidences inadequate (or insufficient) delivery of the requirement
Weak	1	The Tenderer proposal has merit, although there is weakness (or inconsistency) as to the full satisfaction of the delivery requirement
Satisfactory	2	The Tenderer proposal has a suitable level of detail to assure that a satisfactory delivery of the service requirement is likely.
Good	3	The Tenderer proposal has evidenced a level of understanding that assures there will be desirable value-add within the solution or superior and desirable (time or quality) delivery outcomes.
Excellent	4	The Tenderer proposal evidences significant levels of understanding and offers an innovative solution that includes desirable value-add to the Authority.



**Estates Professional services - Crown Commercial Services
Framework RM928 Charging structure (GVA Grimley Ltd)**

ATTACHMENT 11 SCHEDULE 2

THE CHARGING STRUCTURE

1. INTRODUCTION

This Charging Structure details how each of the Services as described in Attachment 2 Schedule 1 Services will be charged for. The Potential Provider should complete all the tables for the Services as listed in SQD1 and SQA3a-f where you have selected "YES" from the drop down list.

2. THE FEES

The Fees represent the charge for the Services provided by the Potential Provider.

3. EXPENSES

Expenses chargeable to the Customer will include travel and subsistence costs (in accordance with Customer's prevailing rates).

4. DISBURSEMENTS

Disbursements means any sum spent or to be spent by the Potential Provider on behalf of a Customer (including any VAT element), for the avoidance of doubt, excluding Expenses.

5. DETAILS OF CHARGES

All Estates Professional Services will be the subject of tendered fees and charges as set out below or on other fee arrangements based on these Framework rates as agreed with the Customer. Customers for example, at the time of appointment on individual Orders placed on General Hourly Rates, can ask Potential providers to provide a maximum lump sum bid for the work required. This lump sum will be based on the fee structure set out below and agreed methodologies, resources, outputs and deliverables.

Disposal

Disposal of freehold

The percentage fee will be based upon the sum of the fee band charges and the top band in which the final agreed price (excluding fees, stamp duty, etc.) lies is to be apportioned and added to the sum of the lower bands

Table C		
Agreed price £	Tranche Fee %	
		

Disposal of leasehold

The percentage fee will be based upon the sum of the fee band charges and the top band in which the final agreed rent lies is to be apportioned and added to the sum of the lower bands.

Table D	
Agreed rent p. a. £	Tranche Fee %
	

Sub-letting

The percentage fee will be based upon the sum of the fee band charges and the top band in which the final agreed rent lies is to be apportioned and added to the sum of the lower bands.

Table E	
Agreed Rent p.a. £	Tranche Fee %
M	
F	
A	
A	
A	
A	
M	

Rent reviews

Rent reviews, where Customer is Tenant

The percentage fee will be based upon the cash savings resulting from an amendment to that initially quoted by the landlord, subject to a maximum fee and will be based upon the sum of the fee bands savings in which the total annual savings lies is to be apportioned and added to the sum of the lower bands.

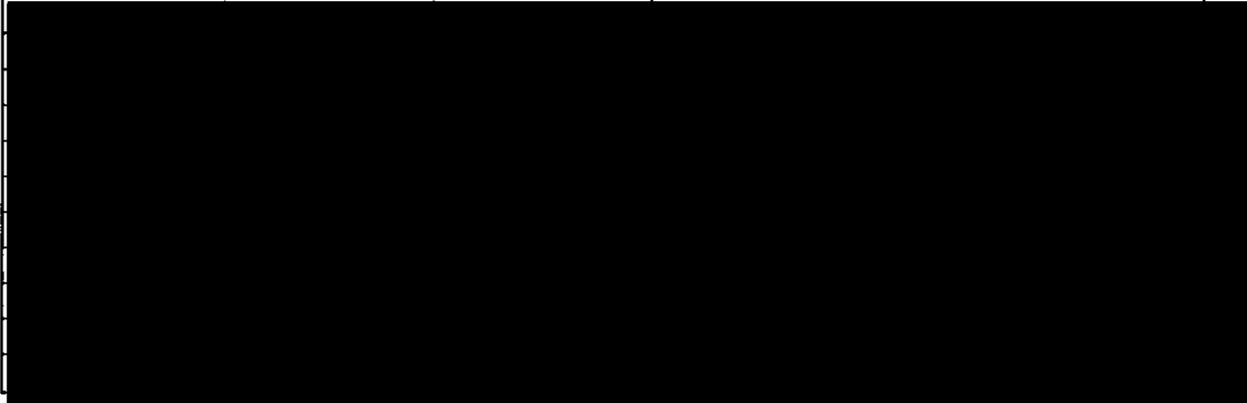
Table F	
M	
S	
A	
A	
A	
A	
M	

Rent reviews, where Customer is Landlord

The percentage fee will be based upon the sum of the fee band charges and the top band in which the final agreed rent lies is to be apportioned and added to the sum of the lower bands. There will be an additional charge for work in taking the matter to arbitration (or other form of dispute resolution) and this will be based on Expert hourly rates.

Table G

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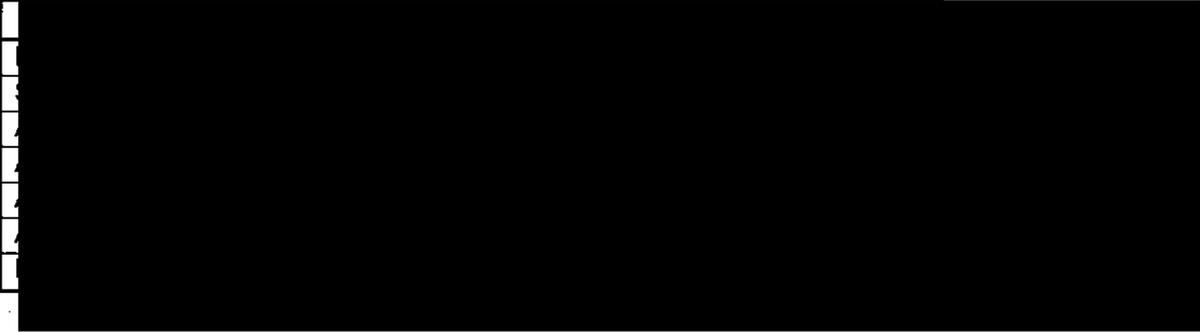
Lease renewals

Lease renewal, where Customer is Tenant

The percentage fee will be based upon the cash savings resulting from an amendment to that initially quoted by the landlord, subject to a maximum fee and will be based upon the sum of the fee bands savings in which the total annual savings lies is to be apportioned and added to the sum of the lower bands.

Table H

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Dilapidations, where Customer is Landlord

General Hourly Rates will be used for preparing the Landlord's formal claim. The lump sum fee for negotiating a settled sum will be based on a fixed fee. There will be an additional charge for work in connection with any Court proceedings and this will be based on Expert hourly rates.

Table K	

Rating support services	
General administration	
The lump sum fee fixed fee per hereditament per annum will be based upon the applicable Rateable Value band.	
Table L	
Rateable Value Band	Lump Sum Fee p.a. £
All Rateable Values	£0.00

Baseline liability		
Using the original rateable value of the property the percentage fee will be based upon the Rateable Value reduction resulting from an amendment to the baseline liability and subject to a maximum figure.		
Table M		
Rateable Value Band £	Fee Charge %	Maximum Limit £
0 to 25,000	0.00%	£0.00
25,001 to 100,000	0.00%	£0.00
100,001 to 500,000	0.00%	£0.00
500,001 to 2,000,000	0.00%	£0.00
2,000,001+	0.00%	£0.00

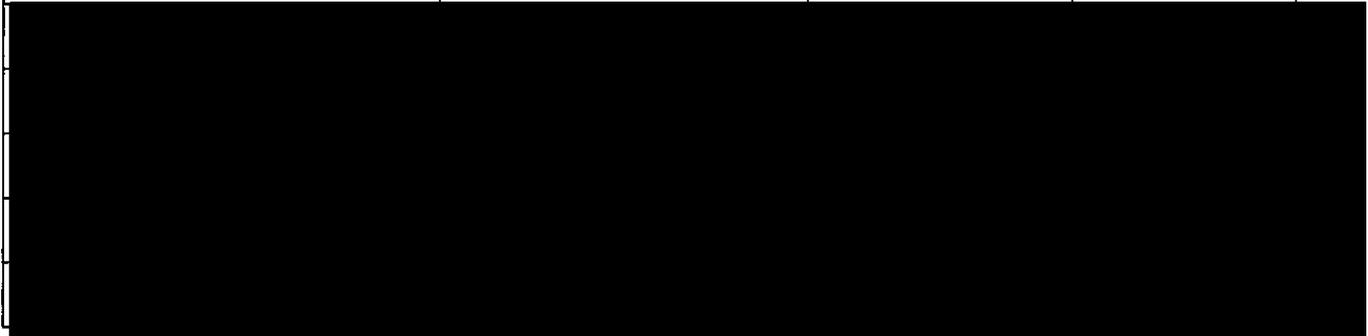
Full payment management	
The lump sum fee fixed fee per hereditament per annum will be based upon the applicable Rateable Value band.	
Table N	
Rateable Value Band £	Lump Sum Fee p.a. £
[REDACTED]	

Compiled list appeals			
Using the original rateable value of the property the fee will be staged with a lump sum fixed fee per hereditament for initial advice on whether to appeal or not (waived if Full Payment Management is paid). This element will then be deductible from the main success related percentage fee. The main fee will only become payable if and when there has been a financial benefit to the Customer sufficient to cover the fee amount and subject to a maximum figure.			
Table O			
Rateable Value Band £	Initial Consultation Fee Charge £	Rateable Value Reduction Fee %	Maximum Fee £
[REDACTED]			

Material change appeals			
<p>Using the normal rateable value of the property the fee will be staged with a lump sum fixed fee per hereditament for initial advice on whether any savings can be achieved (waived if Full Payment Management is paid). This element will then be deductible from the main success related percentage fee. The main fee will only become payable if and when there has been a financial benefit to the Customer sufficient to cover the fee amount and subject to a maximum figure.</p>			

Table P

Rateable Value Band £	Initial Consultation Fee Charge £	Cash Fee %	Savings	Maximum Fee £
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Valuations

Full valuations	
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The percentage fee for valuations in accordance with RICS Valuations – Professional Standards 2012 (the ‘Red Book’), will be based upon the sum of the fee band charges and the top band in which the final agreed valuation lies is to be apportioned and added to the sum of the lower bands.

Table Q

General estate and property management duties

The fee will be fixed per service or group of services based on the Customers specific requirements per financial year. Customers accessing the Framework agreement will undertake a Further Competition to establish the fee. The fee basis may either be the General Hourly Rates or a Lump Sum fee based on agreed numbers of hours x General Hourly Rates and subject to a discount.

The following services will be charged for by the relevant hourly rate:

Lease breaks and lease expiries

Fee Basis – General Hourly Rates or Expert Hourly rates for dispute resolution

Landlord and Tenant issues including Landlord consents, service charges and claims

Fee Basis – General Hourly Rate

General rating advice other than Tables L - P

Fee Basis - General Hourly Rates or Expert Hourly rates.

Lands/Valuation tribunal hearings

Fee Basis – General Hourly Rates or Expert Hourly rates

2010/2015 Revaluation

Fee Basis – General Hourly Rates or Expert Hourly rates

Strategic advice, including preparation and development of an estate strategy

Fee Basis – General Hourly Rates

Procurement strategy for property related issues

Fee Basis – General Hourly Rates

Development consultancy and advice

Fee Basis – General Hourly Rates

Other Valuations than Table Q

Fee Basis – General Hourly Rates

Planning

Fee Basis – General Hourly Rates

Expert Hourly Rates

The fees stated above for Rent Reviews, Lease Renewals, Rating, Dilapidations and Compulsory Purchase represent the fee for completing the transaction without reference to a third party. In all cases where the matter is referred to a third party, Time Charges would apply as provided for under table S.

Table S	

Prompt Payment Discounts	
Days	Discount %
Invoiced paid within 7 days of invoice date	0
Invoiced paid within 14 days of invoice date	0
Invoiced paid within 21 days of invoice date	0

Incentivisation

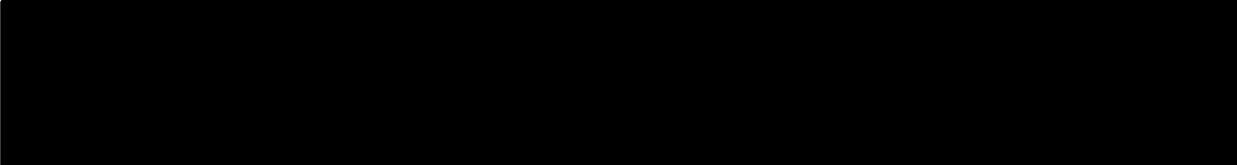
Together with these main fee schedules, there will be an option for the Customer to apply incentivisation to the transaction-based Estates services and lump sum fees covered by this Framework Agreement. Incentivisation will not apply to Orders based on General or Expert Hourly rates.

Incentivisation will involve agreement with the Potential Provider of a target figure at the point of Order, with additional percentage payments over and above the non-incentivised fee being earned by the Potential Provider, for settlements higher or lower than the target, according to the nature of the Customers interest, i.e. Landlord or Tenant. Targets can be of a monetary or time related nature.

In arriving at the target figure, Customers may seek proposals from the Potential Provider, obtain advice from another Potential Provider or run a further competition between those Potential Providers that the Customer assesses to be capable of providing the Service.

The incentivisation targets can include incremental payments and payment can be linked to failing to achieve target as well as improvement in target. The degree of incentivisation is left to the discretion of the Customer and Potential Provider.

A typical example might be as follows for a Rent review for a Tenant:



Example

Property Type and Regional variations

Fees and charges inserted above are based upon Estates Professional Services relating to office properties in the Greater London area. The following % variations will apply to Charges and Fees for properties that are of a different type or in a different location. Where it is agreed between the Customer and the Potential Provider that both variations apply, the % fee variations are added together and applied to the relevant Charge(s):

Property Type

Table T	
Property Type	% fee variation (+ or -)
Industrial	0
Retail	0
Residential	0
Land only	0
Other (to be stated by Potential Provider)	0

Property Location

Table U	
Property Location	% fee variation (+ or -)
Region 1 – Northern Ireland	0
Region 2 – Scotland	0
Region 3 – North East	0
Region 4 – North West	0
Region 5 – Yorkshire and the Humber	0
Region 6 - Wales	0
Region 7 – West Midlands	0
Region 8 – East Midlands	0
Region 9 – South West	0
Region 10 – South East	0
Region 11 – Eastern	0

Abortive Charges and Fees

If a property transaction on a non-hourly rate fee Charge is aborted, abortive fees will not be payable unless:

The transaction was aborted owing to a change in the policy (corporate or political) of the Customer.

The Customer amending the Order in such a way as to render it obsolete.

In the case of a disposal, the best bid was unacceptable.

In the case of dilapidations the landlord declined to pursue the claim.

Failure to agree terms, a breach of Contract, a professional conflict of interest or failure to provide a satisfactory service to the Customer are not grounds for the payment of abortive fees.

Should abortive fees be payable they shall be ex-gratia and demonstrably based on the Framework Charges and Fees up to the point of discontinuation and shall not exceed the Charge or Fee payable had the Service been satisfactorily completed.

Basis of Charging

The Charges are to take into account the full requirements of Attachment 2 "Schedule of Requirements" and the following clarifications will apply.

Insurances

The Charges are based on the Professional Indemnity and Employers / Public Liability insurance levels set out in the Framework Agreement.

Government Procurement Service Management Charge

All Charges include the Government Procurement Service management charge.

VAT

All Charges and fees exclude Value Added Tax.

Charges Adjustment Factors.

In the event that the Customer's Requirements for an Order do not precisely equate to the Services specified against the Charges listed in the tables above, then those charges may be adjusted in accordance with the Charges Adjustment Factors. The factors to be considered (which may be positive or negative adjustments) are as follows:

- Location of project (over and above the Property Location adjustment)
- Overseas project/s
- Size of project
- Actual personnel required

- Specialism of Customer requirement
- Length of time personnel required
- Previous experience of the Customer organisation in working with the Potential Provider
- Previous experience of the Potential provider in working with the Sub-Contractors
- Special factors of the project indicated as complex
- Specific Customer Professional Indemnity Insurance requirements
- Variance on reasonable travel and subsistence
- Special requirements – for example special personnel, supplies or equipment. If adjustment is required due to this factor
 - a. the special nature must be clearly identified,
 - b. it should not be a sufficiently large proportion of the Order to be an overwhelming factor in the pricing
 - c. the expenditure must be specifically tracked.

The Terms and Conditions of the Framework Agreement or Model Contract cannot be changed.

The scope of Service provided under Attachment 2 "Schedule of Requirements" cannot be changed or widened but the Potential Providers methodology of delivery of Estates Professional Services can be changed to suit a Customers particular needs.

If the Charge Adjustment Factors are to be used, Customers are to use a further competition between all capable Potential Providers to ensure that any Charge adjustments continue to demonstrate the most economically advantageous offer and any proposed amendment to the tendered Charges must be clearly identified by the Potential Provider and demonstrably linked to tendered rates through the use of decreases or increases based on tendered time-charges or declared adjustments to % or lump sum fees.

Annex
(Variations and/or supplements to the Call-Off Terms)

3

GVA Grimley Limited Contract Services**Overview**

Tenderers must provide a concise summary highlighting the key aspects of the proposal.

(This response is not evaluated and should be used to contextualise the Tenderer's response.)

GVA Response

The Care Quality Commission (CQC) has the opportunity to appoint one of the UK's leading property advisers, GVA. We have provided call-off services to CQC previously, having been involved with rent reviews, rating, dilapidation work and disposal of interests at Colston 33, Oxford, Gloucester, Ashburton, Taunton and Sidcup. GVA was also able to provide CQC with charitable rates relief on certain properties and our rating team will consider whether this can be gained on the remainder of your current estate.

There are experts in close proximity to all of your properties due our unrivalled regional network of offices; meaning that site visits can be undertaken quickly and at short notice. The strength in depth of our national resource means we have full capability and capacity to resource your instruction.

As this submission will demonstrate, we have a wealth of relevant experience and expertise in contributing to, and leading on a contract such as CQC's. We have an established and enviable track record in providing advice to the public sector developed across the country.

Our focus will be to build on our existing relationship with you to develop a successful long term partnership. This will ensure we have a detailed and continued understanding of your requirements and priorities, ensuring that we bring together the right experts to create and deliver the best possible strategy to pro-actively manage your portfolio.

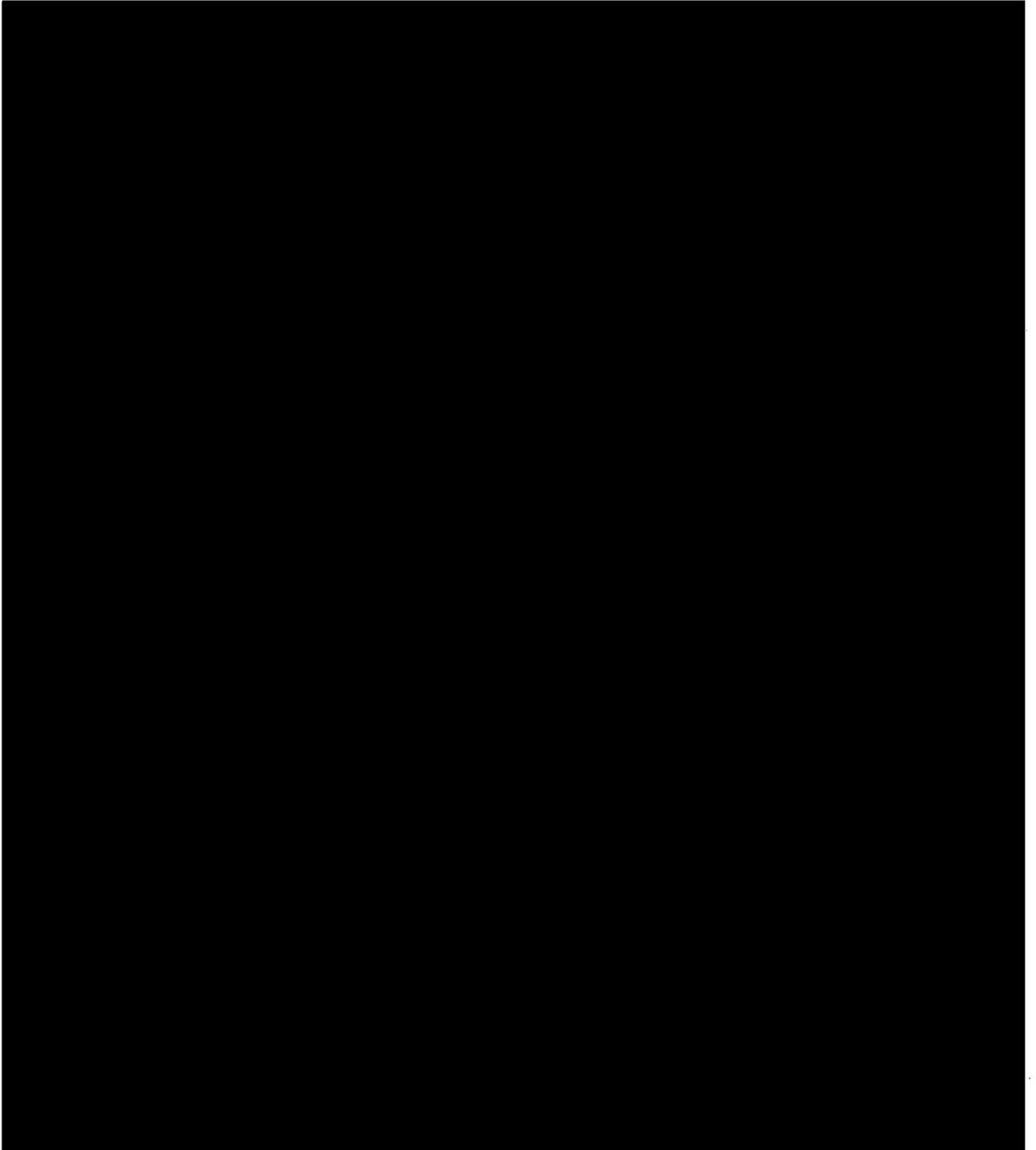
Capability and Experience

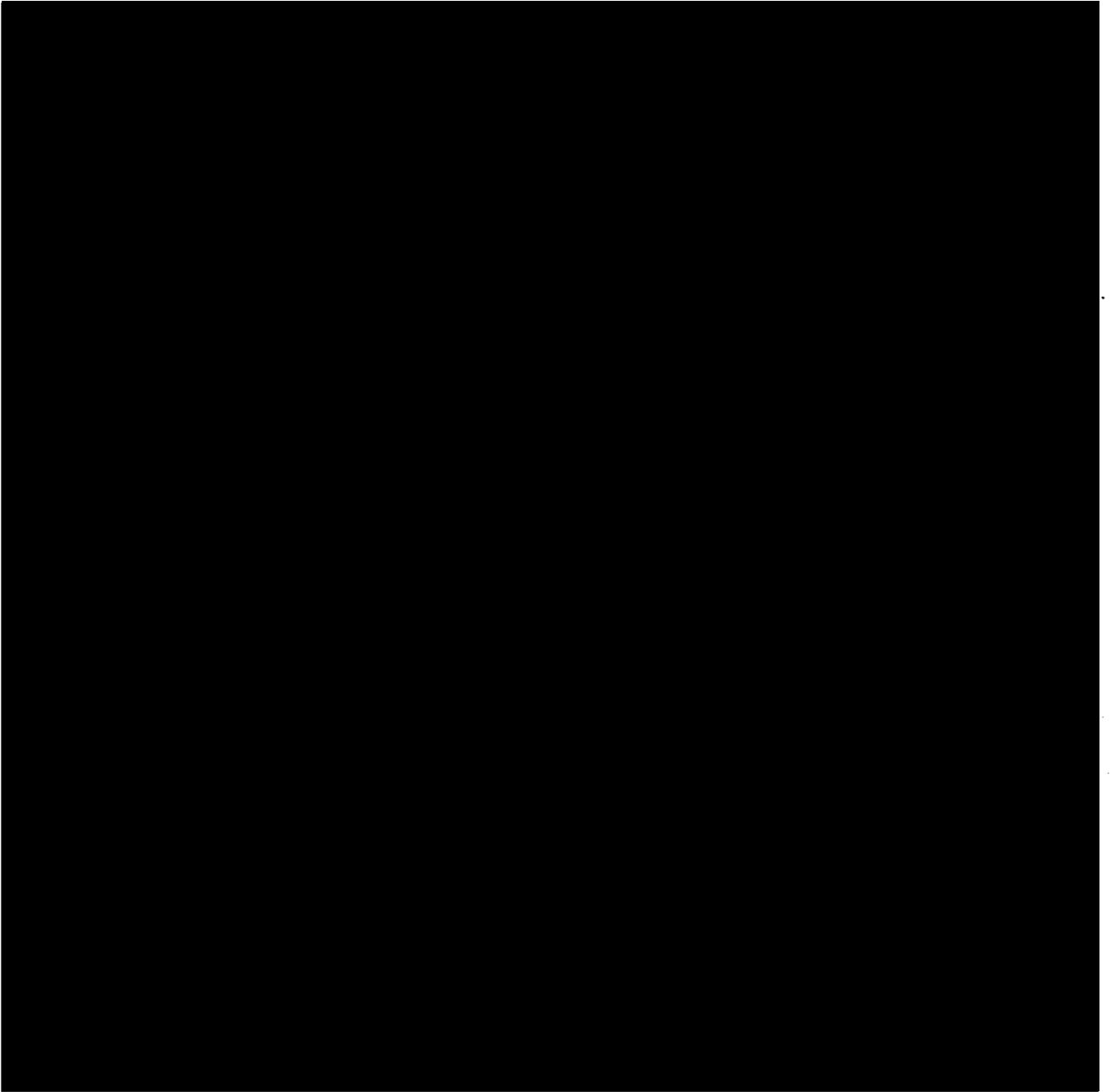
Please set out the experience of the individuals who would carry out the required services as outlined in the specification including as part of a professional team and working on a portfolio of properties:

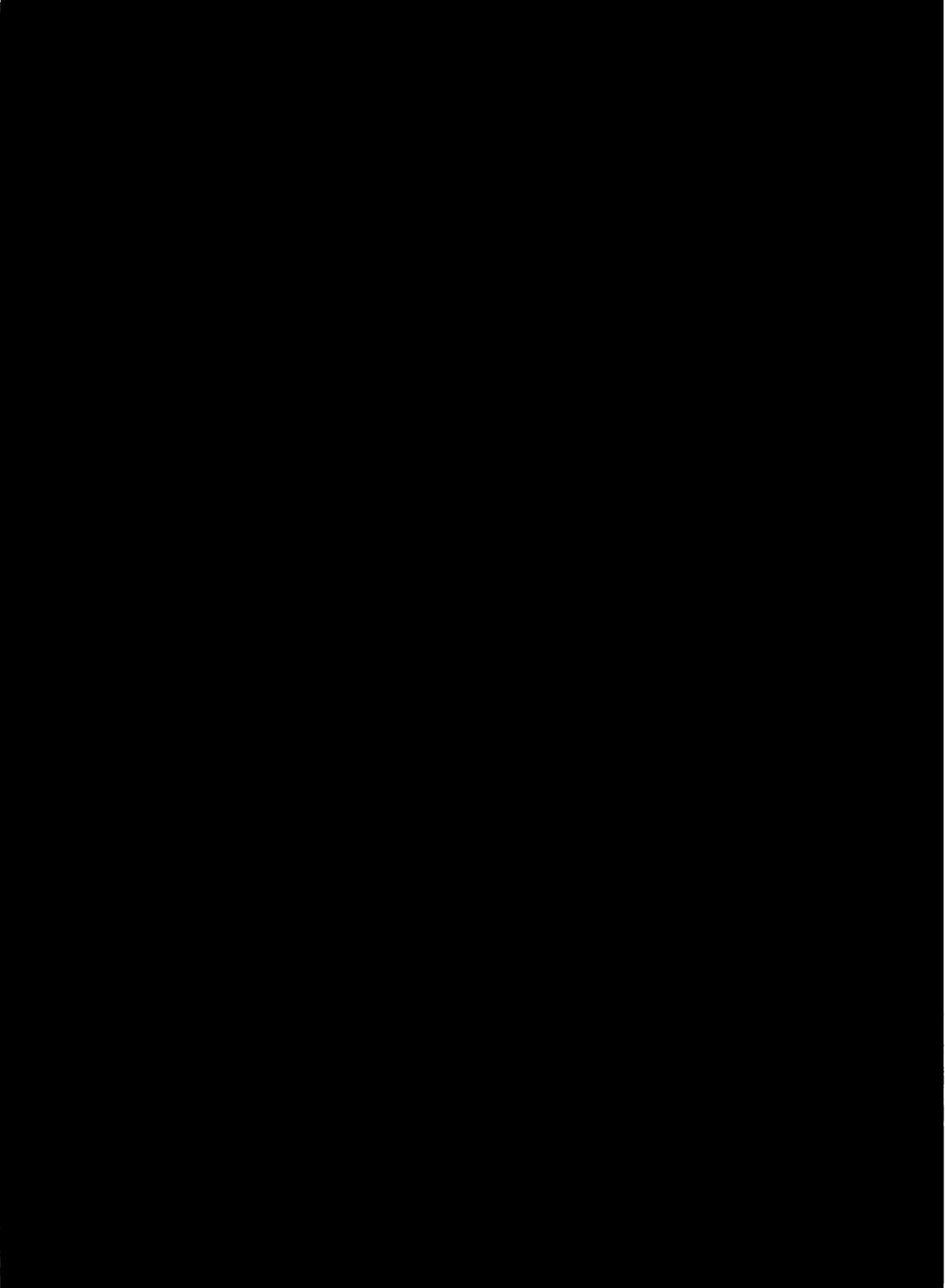
GVA Response

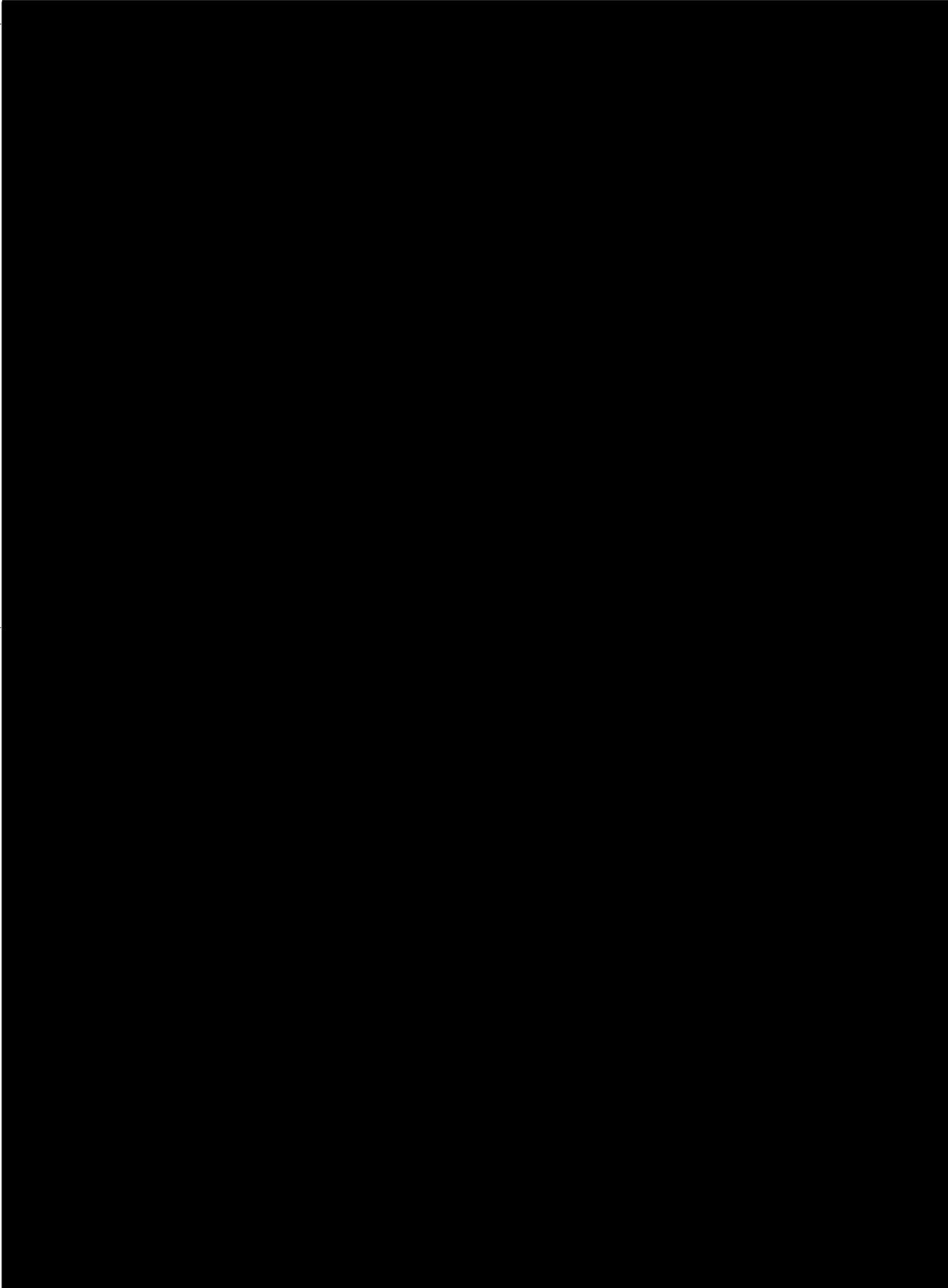
The GVA client management team and wider surveying personnel deliver surveying services both nationally and locally to the Public Sector, year round. A resource chart and CVs are attached in Appendix A.

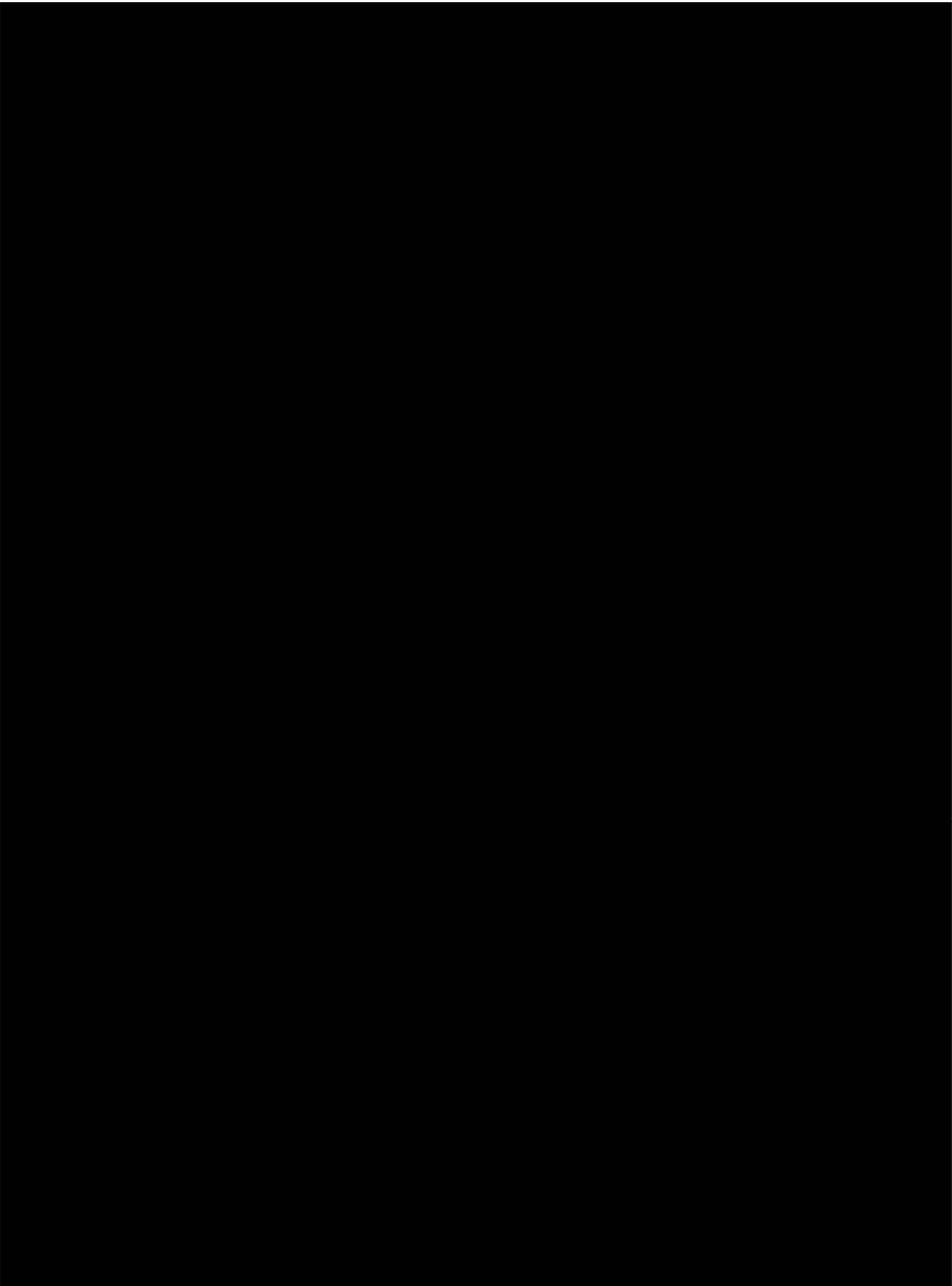
From the information supplied in the ITT documentation, we have noted your high level immediate requirements. Our key people, capability and experience are as follows:

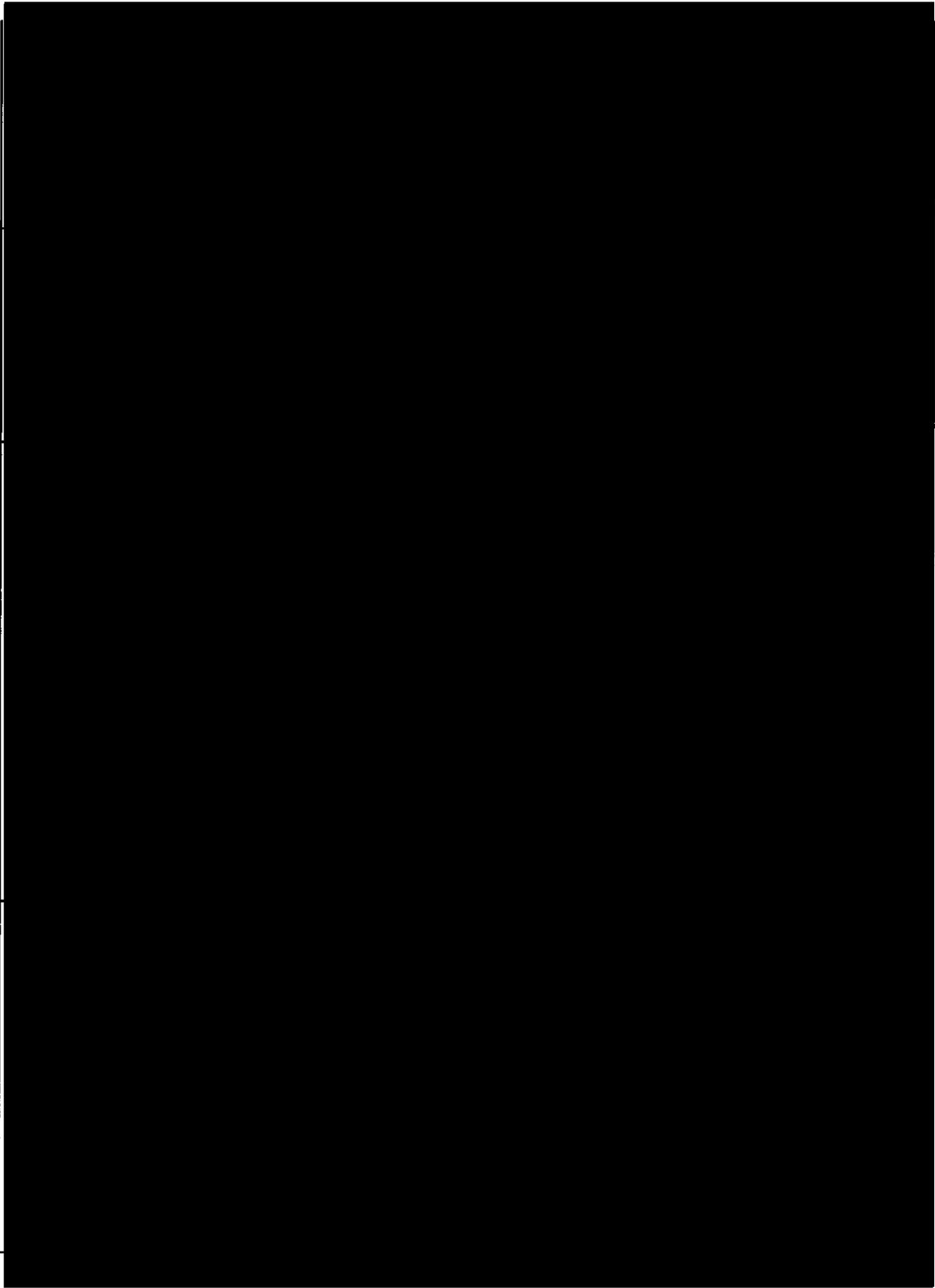


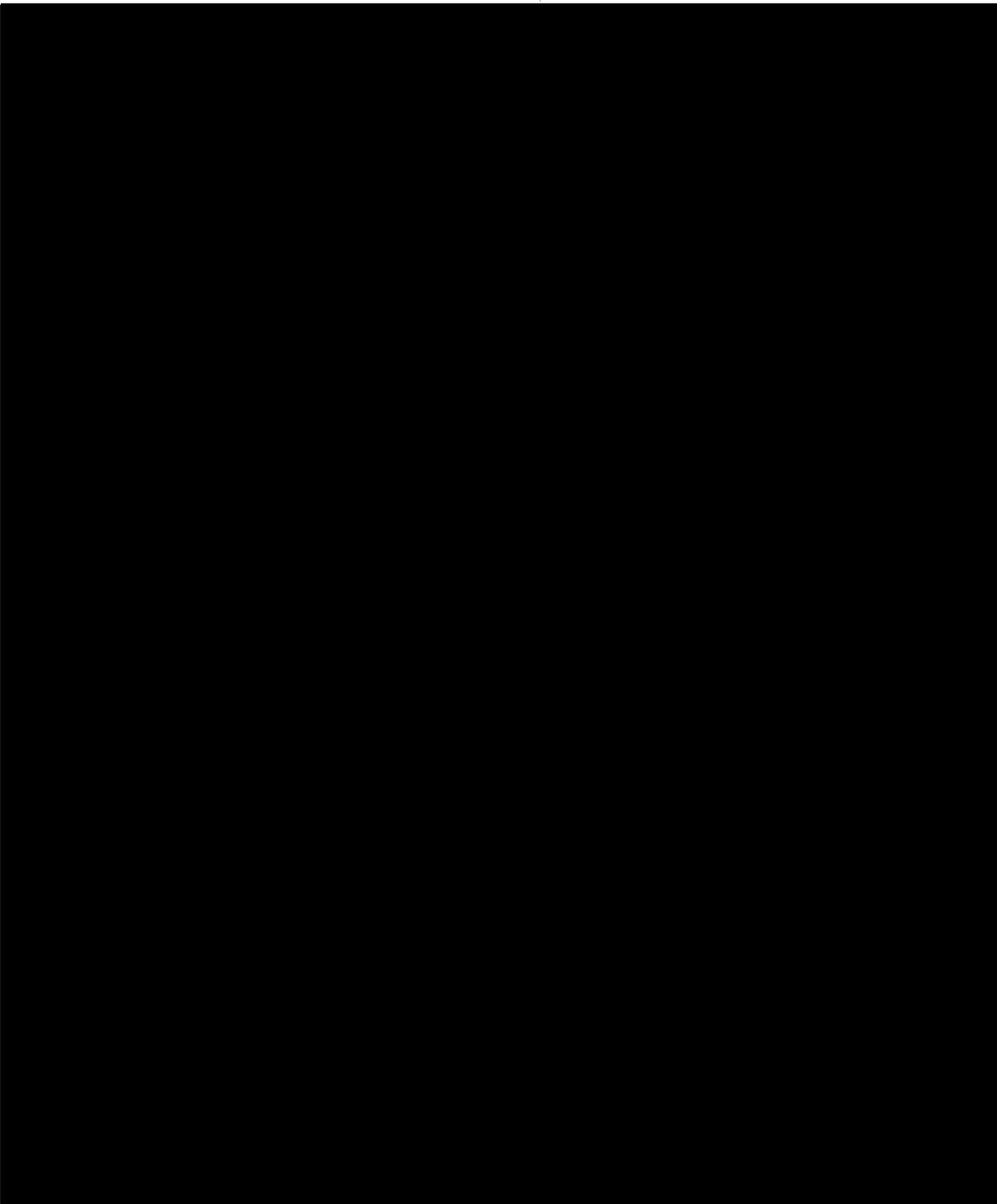












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Method statement

Describe (with specific reference to the elements of the requirements and the outcomes expected) how it is intended to deliver the requirements of the specification.

GVA Response

CQC's core values of Excellence, Caring, Integrity and Teamwork can be complemented by GVA's core values of Client's First, Trust, Pride, Innovation and Growth. We recognise significant savings need to be delivered by CQC, whilst still providing first class regulation of the Health Care Sector. We also appreciate the need for your suppliers not only to demonstrate 'value for money' but provide high quality, sometimes innovative solutions and improvements to increase operational efficiency and mitigate future risks of CQC's property estate.

GVA will work with your Estates Team and legal services supplier, to undertake in depth reviews of projects at various stages (concept, feasibility, tender, pre-acquisition, completion etc.) and provide recommendations in respect of future life cycle costs, accommodation proposals, issues, risks and recommendations facing CQC as occupier.

Each commission has key milestones and is quality assured and assessed on an on-going basis. Once the scope and fee basis is agreed, a GVA commissioning form is populated and a realistic timescale put against the instruction. The commissioning forms are aggregated in to a Management Information spread-sheet and issued to you monthly. The GVA Contract Manager, [REDACTED] will be responsible for ensuring timeliness of all projects and this, in part, will be monitored via internal conference calls on all work in progress.

Consultation and client liaison

From the outset, we will agree with CQC a reporting structure for the delivery of all services including timescales, formats and distribution groups.

We propose to have in place a 21 Day Mobilisation Action Plan for Consultancy Services. The purpose of the Plan will be to ensure that CQC's estate strategy is completely understood, together with CQC's key drivers, design principles, external regulatory and financial constraints. All information required to set up the commission in the way that CQC will require is conveyed and that lines of communication are established so that the mobilisation and service delivery is as efficient as possible.

A copy of the proposed mobilisation contract time table is as below.

Action	From the date of the award of tender
Meet with the CQC to discuss strategy, key drivers, design principles reporting structure and delivery of contracted services.	Within 1 week
Confirm GVA structure, staff contact details and reporting structure for servicing the contract.	Within 1 week
All property interests confirmed, leases licences and MOTOs read, key event dates and potential risks identified	Within 3 weeks
Service in place ready for client instructions.	Within 3 weeks
Complete and return signed Framework contract.	Within 3 weeks

This will ensure the proposed project start date of the 20 February 2017 is met.

At this early stage, we recommend a workshop be facilitated to establish protocols and to understand how the collaborative working arrangement with CQC Estates is to function, including associated KPIs and performance measures.

We will spend time to understand the CQC's business drivers and motivation for certain projects and will assist in the prioritisation process and in managing the risks associated with management of the estates strategy.

We will also liaise with the CQC's systems and IT experts to ensure that data capture and transfer of information is compatible with the systems used by the CQC and GVA.

Darren Spencer will act as a local point of contact for the CQC, undertaking the role of Contract Manager, providing a liaison role to CQC and managing resource requirements to facilitate the levels of service delivery required by the commission.

Responsiveness

GVA recognises the importance of a quick response in ensuring the provision of a quality service. We act for a range of clients with exacting standards and understand the importance of meeting their expectations. To ensure that we respond efficiently to all client enquiries we have put the following measures in place:

- Accessibility – the dedicated client team are always contactable via email or by mobile phones.
- Guaranteed response time – as set out in our Client Charter, we always ensure that we respond within an agreed timescale in order to meet CQC's required service delivery demands.
- Main contact approach – we have a single Contract Manager who is directly responsible for ensuring full client satisfaction in all work. In the event that our clients ever have any concerns with regards to our service provision then they will be able to address this directly with the [REDACTED]
- Transparency of service – our customised in-house IT systems mean that all of the property data can be held on a central database which is accessible 24 hours a day. Our clients are able to see which member of staff is dealing with which property, their position within GVA and the status of the work in hand.
- Key Performance Indicators (KPIs) – we are used to working with KPIs as a performance management tool. KPIs will be agreed with CQC at the outset of the framework agreement.

Compliance with deadlines

It is essential that deadlines and the timeframe for delivery of advice are set out and agreed from the offset and we will seek to achieve this during the mobilisation phase of this contract. We will ensure that key protocols are established and they will form the basis upon which we provide our services. We have provided an indication of the proposed response times for the services contained in the pricing schedule of our submission.

We appreciate that individual demands may arise for particular projects / instructions and we can obviously 'fine-tune' our delivery to meet your requirements.

The team will seek to set out and agree your requirements at the very first opportunity, so that we have a clear and measurable instruction to take matters forward.

It is understood that you are looking to procure a high quality level of service and we are confident that the team set out in this document will be able to deliver the level of continuity required by this commission.

We will never seek to over-commit and will continually monitor and review our performance to ensure that situations are managed and performed to the best of our ability.

Workload peak management

Our people understand that our business needs to respond to client requirements; we are able to use resource across the business to deal with peaks in demand. Given GVA's size and structure, should the demands of CQC be sizable and require rapid action, we can always draw on resource from within the business and other regional offices. This will alleviate the pressure on the local team and will ensure a consistent service that fulfilled your demands.

Our management of the commission will be structured to respond rapidly and accommodate change readily. We have key individuals within our organisation who have a proven track record in service delivery and are experienced in collaborative working arrangements.

Computer software systems

GVA has invested over £3million in developing in-house IT management systems specifically designed for our Public Sector clients. GVA's client extranet system, Data point, provides a secure interface for all GVA software and CQC data. This system offers CQC complete transparency, providing access to a single site indicating the services we are providing and also the ability to monitor progress of all work.

Data point can be custom designed to CQC's requirement, are regarded as the best in the industry and our commitment to on-going investment in this area ensures we will remain ahead of the game and that our clients receive the best service possible.

Data point allows CQC to confirm information in real time and the ability to run management reports to retrieve portfolio data, including benchmarking details/KPIs or detailed line by line portfolio reports. This will be in the form of an instruction tracker,

detailing case by case the current work status, the future action plan and the surveyor acting on the property. It will build up a clear history of our work over the lifetime of the framework, assisting with the performance management of the estate.

GVA has accredited certification to ISO 27001, demonstrating best practice for information security management systems (ISMS). We will also take account of CQC data and buildings security, IT access, records and document management policies, restricting access of information only to permitted personnel.

Proactive role in avoiding complaints

In the first instance, GVA will seek to provide a high quality and deliver a seamless service, which will avoid the need for a complaint to ever arise.

All staff appointed by GVA to work on this commission will be appropriately trained and qualified.

Also, in an attempt to seek out and avoid 'conflict' at the earliest possible stage, GVA maintain a detailed client database system that holds records of all past and current instructions. Against this record, new instructions are validated for any potential corporate and individual relationships that could indicate a conflict of interest. Geographical relationships are also taken into consideration. The Contract Manager checks records as part of a mobilisation plan, based on information provided by the Client and on an ad hoc basis as specific work is instructed. Obviously, anything that could potentially prejudice our position and that of CQC will be raised as a matter of utmost importance and urgency.

Procedures for handling complaints

As part of our QA procedures, we have in place standard arrangements to protect our clients against any potential conflicts of interest that may exist within the company. All of our employees act so as to comply with the RICS Rules of Conduct, Part V, Conflicts of interest, impartiality, and independence.

Should a conflict of interest arise, this will be made known to the Contract Manager, who in turn will investigate the matter and report to the CQC at the earliest opportunity, as set out in the aforementioned Code, specifically Rule 18 (Conflicts between

members interests and Client's interests), Rule 19 (Conflicts between the Interests of Clients) and Rule 20 (Personal Interests).

If there is no immediate and mutually satisfactory resolution, CQC will be assisted by GVA in the transfer of the specific issue or service under conflict to another party.

GVA follows the RICS standard procedure for dealing with any complaints. The procedure has been built into our QA procedures and is closely monitored under those arrangements.

It is our preference to avoid any complaints at all by instigating a highly communicative, close working relationship to highlight early concerns that may lead to a complaint. All such issues will be referred to [REDACTED] and the client management team.

The reason for a complaint can be varied - contractual, personal or procedural. It is important that the complaint is categorised, the reasons and background fully investigated and understood by both CQC and GVA before a satisfactory resolution can be agreed. We consider the speed of dealing with such an issue and registering the complaint in the first place, to be of paramount importance.

Resolution will vary according to the nature of the complaint; but where, for instance, we had a resourcing issue with a particular service area; we will take the necessary measures, including drafting in new staff if appropriate.

Contract management

Our proposed [REDACTED] will act as a single point of contact for all communication with CQC.

Darren is based at GVA's Newcastle office and will be responsible for the co-ordination of all works delivered by GVA to CQC. He will be in frequent communication throughout the commission and will become the focal point through which the majority of communication will be channelled.

Through the sheer volume of Public Sector work undertaken by GVA, sub-teams have been created which specialise in certain disciplines and have a proven track record in

obtaining outstanding results; the internal team advising CQC has been selected from these specialist areas and each individual has many years of experience in advising the public sector.

Darren, along with the allocated discipline leads, is well placed to accurately assess the resource required for a particular task, and the best personnel to undertake the instruction. Many of our fee earners (across all grades) are already security cleared for MOJ or DIO for example. On normal day to day operational work we will only assign commissions to security cleared staff.

A fundamental part of [REDACTED] role will be to ensure that the delivery of the contract is fully accommodated by GVA. He has an excellent track record in dealing with commissions / appointments such as this.

Mobilisation meetings

As proposed, we will meet with the CQC frequently to establish the key stages to mobilise the project.

We will manage the setting up of the Professional Services Contract in conjunction with CQC and will define a structure and reporting regime specifically suited to your needs and requirements. It will be necessary to ensure that clear lines of communication are established and protocols for the operation of the commission understood by all parties.

The meetings will also be a forum to ensure that warranties and contracts are reviewed and completed and for IT systems to be appraised for compatibility and capability to deliver the requirements.

We propose to use the mobilisation meeting as a vehicle for managing the contract from the outset of the commission. The meetings will serve to highlight the programme of work activity and to allow GVA to plan our resource to deliver the programme. During the initial phase of meetings and in conjunction with the CQC's Estates Team we will suggest and develop Key Performance Indicators (KPIs) and agree a mechanism for monitoring and measurement of those KPIs.

We also suggest that the mobilisation meetings be 'workshop style' to establish relationships with key personnel and understand the operating parameters and CQC's

business drivers. The purpose of the mobilisation meetings will be to identify best value long term solutions for the service delivery ensuring value for money.

Contract management meetings

The purpose of these quarterly meetings will be to keep in constant review of allocated work, the management of the framework and allow the team to consider and plan appropriate courses of action and ensure performance management criteria are met.

KPIs will be assessed on a quarterly basis in conjunction with these meetings.

Feedback sessions will be scheduled to coincide with the meetings providing the opportunity to present information that will allow the service delivery to be viewed as continually improving and representing best value.

Quality Assurance

CQC instructions will be quality controlled through GVA's audit system, whereby the Contract Manager or Service-line Lead will sign them off.

All requests from CQC for consultancy support will be assessed to ensure that an appropriately qualified and experienced person from within the business will undertake the task, with a member of the contract team overseeing the work in accordance with our Quality Assurance (QA) System.

QA and Best Practice is something we take very seriously. We have been ISO 9001 accredited since October 1996 and have a rolling internal audit in place throughout the year to ensure that standards are maintained and we have consistency across our national office structure.

We ensure that our QA manuals, outlining our commitment to continuous improvement, are being followed and policy adopted across our teams to certify legislative compliance is met. To maintain our accreditation we then have annual external audits.

We also hold ISO 14001 certification, Investors in People and ISO 27001, for Information Security across all the of our UK offices.

In addition to the industry certificates we hold we will internally audit the contract at individual job level by discipline, by governance to the main contract and additional KPIs.

Client Charter

Our Client Charter states that our aim is to exceed our clients' expectations. We do this in a number of ways and we are committed to ensuring that when we make a promise to do something we ensure that we deliver to the best of our ability. Our people are trained to be open, accessible, courteous and honest at all times treating clients with respect and dignity. We listen when a client has a problem and work with them to achieve the best and most appropriate solution.

GVA recognise that this can only be achieved through operating within a quality culture of sound business and management principles that balance the interrelated needs of clients and staff. To do this, GVA has the following quality objectives which are controlled and measured through an established management system. The system provides a benchmark against recognised quality assessment models:

- An awareness of client needs
- Clear business aims and objectives
- Effective organisational structure, roles and responsibilities
- Effective communications
- Competent people and effective individual performance
- Services performed to sound professional standards
- Clear remits and effective management of work
- Compliance, feedback and review of the service
- Management of improvement

Consistency

The stability of the GVA team is clear and all members are long term, committed, GVA employees. Notwithstanding this, the GVA internal members of the management team for CQC will undertake an annual review of staffing quality and availability with CQC. Team stability is typically a proposed KPI and will be monitored proactively by [REDACTED]

By operating a central Management Information (MI) and commissioning form process, as for other clients, the internal management team of Darren, Neil, Nicholas and the discipline lead directors will be able to review all projects and pricing to ensure all aspects are within contractual scope. In addition to this, GVA will operate a central invoicing process which will provide a further opportunity to check back through the brief, stated fees and final charges to audit for consistency. Should any discrepancies be found, you will be informed.

Risk

GVA are very aware of risk, the management and prediction of risk when providing property services to an occupier client. In our experience, risk can fall within the categories for operational, business and property. For a number of clients we have used a risk register to identify, manage and mitigate the risks for all of the categories identified. The impact of the risks are categorised from major to minor. Situations include identification of Health and Safety issues, a business loss from a critical lease event or a reputational issue. To mitigate the risks may involve financial expenditure or a commitment. We will look to assist in scenario planning the options and identifying the options and the key

Continuous improvement

We believe continuous improvement is critical to the successful, long term performance of our company. We continually seek to improve our financial performance, for example, through the application of a series of Client Satisfaction Indicators (CSIs) across all of our service areas. The result has been year-upon-year improvements in our business finances. Similarly, we have introduced CSIs in relation to our client management programme, setting a framework for improving the quality of the work that we undertake and the clients we advise.

These internal programmes have a number of common threads, including:

- Setting clear objectives for the programme
- External benchmarking – assessing GVA's performance against its main competitors
- A framework for performance measurement – including KPIs, project evaluations and post implementation reviews

- A lessons learned analysis
- Associated training programmes to ensure that best practice is disseminated and taken forward in a positive environment. These training programmes are often managed by external training companies
- Implementation of complementary QA procedures
- The result is that GVA has managed to drive up standards across all sectors of its business by identifying priorities for improvement
- We clearly recognise that project evaluation and feedback is critical to all client account work. These elements are an essential aspect of control and drive continuous improvement. With this mind-set embedded within the internal management processes of GVA, we have increasingly sought to apply the lessons learned to our technical advisory work.
- The application of performance measurement and benchmarking should be key tools to drive the improvement process, and should themselves, be kept under review.

All of our account directors, have significant experience of process review and implementing improvement strategies.

Service lines

The GVA service lines that form part of this contract will be:

Building Consultancy

Building consultancy has secured cost savings of £1.45m against landlord dilapidations claims (61% average saving) in respect of just one of our clients, RBS. With a team of over 120 professionals, the GVA building consultancy team includes building surveyors, quantity surveyors, mechanical and electrical engineers, project managers and rights to light/party wall specialists.

Neil Mandle will be the building services discipline lead. Neil has been involved with building and dilapidation considerations on CQC properties previously and advises many of our public sector clients. Creating a bespoke mix of technical expertise and professional services, our building team helps unlock the value of property and estates; reducing costs and maximising value.

Working with large, multi-occupancy businesses our Building team limits dilapidation claims (often through s18 defence considerations with the Lease Consultancy team) will provide due diligence services and acquisition benefits.

The areas of CQCs call-off requirements which our Building Consultancy team will advise on are:

- condition surveys of proposed new property(s) including mechanical and electrical condition and presence of any environmental hazards such as asbestos and contaminated land;
- negotiate Terminal Schedules of Dilapidation to liability of CQC repair and reinstatement obligations and agree financial settlement with CQC Landlords;
- Provide notification of potential Terminal Dilapidations at least 12 months in advance of known event dates;
- Identification of long term technical issues with potential for commercial impacts;
- Benchmarking against current market and best practice examples;
- Providing technical recommendations and advice;
- Appraise and advise on quality of construction, alterations and refurbishments;
- Advise on service charge issues for prospective occupiers and PPM strategies;
- Provide detailed cost advice on all recommended solutions;
- Advice on building and statutory compliance issues.

Lease Consultancy

Our specialist lease consultancy team provide expert advice to landlords and tenants across the private and public sectors. Focusing on rent reviews, lease renewals and lease restructures, they offer a complete range of skills and UK presence required to achieve the objectives of CQC. Our in depth, balanced advice means CQC will benefit from the smooth running of their property related matters.

The areas of CQCs call-off requirements which our Lease Consultancy team will advise on are:

- Undertake Rent Review and Lease Renewal negotiations to achieve negotiated settlement and value for money;
- Ensure all break opportunities are met and all notices are served;
- Ensure all reviews are triggered 3 months ahead of review date and Landlords are engaged;
- Follow up communication within 6 weeks of trigger letter should no response be forthcoming from Landlord;

- One month after review to consider escalating process should Landlord not be engaged, issuing Calder bank letter if appropriate;

Business Rates

The Business Rates team advise on all aspects of business rates; from the impact of new rates on client liability to advising on the new 'Check, Challenge, Appeal' system. Our business rates specialists also support additional appeal and relief opportunities to minimise client liability. We offer a wide range of core services under one-roof, focussed on excellence in reporting supported by market leading IT solutions providing our clients with value for money. Additional services are available in relation to Rates Payment and Forensic Audit (of historic liabilities).

The areas of CQCs call-off requirements which our Business Rates team will advise on are:

Undertake Property Rating Appeals against valuation of property and the rates that local authorities have set, and seek charitable relief 80% business rates reductions.

Valuations

Our experts provide specialist range of services from loan security reviews and development viability advice, to compulsory purchase compensation and fund valuations for property assets in excess of £20 billion in 2016. In addition to core property sectors, our team provides support for specialist sectors including automotive and roadside, healthcare, leisure, education, data centres, minerals and energy and waste.

The areas of CQCs call-off requirements which our Valuations team will advise on are:

Ensure that the CQC asset valuations are objective, fair, impartial and expert.

Ensure that CQC Finance have accurate and credible book values.

Ensure that CQC have an estimate of current market value, an indication of the confidence level or probable accuracy of the result, the estimated value range and various other relevant property market information.

Property Management Consultancy

Our Property Management Consultancy team deliver responsible property management through quality, innovation, sustainability, best practice, investment and customer service through a regional network of specialists in each of our UK offices. We provide services to funds, property companies and public sector agencies across the UK in property and estate management, property management accounts, destination marketing, real estate management accounting, service charge consultancy and shopping centre management.

The areas of CQCs call-off requirements which our Property Management Consultancy team will provide are:

Property Service Charge audits and seek ways to minimise CQC liabilities, and seek opportunities to negotiate savings with landlords.

Office agency

Our agency and investment teams comprise integrated teams providing acquisition, letting and disposal and development advice across four main sectors of offices, industrial, retail and residential.

The areas of CQCs call-off requirements which our agency team will advise on are:

Assisting in the search for potential property in line with CQC business requirements and GPU control requirements and design standards;

Property services surveyors to assist CQC in negotiation of all lease consents such as licence for alteration and telecom installation agreements.

Resource Plan

Provide a complete resource plan for the delivery of the Specification requirements and organisational capacity to undertake the work given other commitments and contingencies, including a statement of wider team availability and support arrangements).

GVA Response

GVA guarantees a pro-active contract management that delivers a 'no surprises' attitude when engaging with the Care Quality Commission (CQC). This approach is under-pinned by centralised and consistent monthly reporting, and direct workflow reporting into the CQC team via contract management meetings, and reports on overall delivery of KPIs.

Attached is a national management structure (organogram) and CVs which set out the details of the team who have been selected to provide services to the CQC and setting them in the context of their reporting lines.

Contract management team

CQC's core contract management team will comprise three people - [REDACTED]

These individuals will be dedicated to your account for the duration of the contract.

As a team, they will ensure the seamless delivery of all services and that the contract is appropriately resourced at all times.

The contract team will:

Direct and manage call-off activity through own offices to ensure delivery of the defined services.

Invest time in establishing a successful and trusted partnership.

Provide consolidate MI reporting.

We will want to meet you, as soon as possible following contract award, to discuss your requirements in further detail. During this meeting we will want to agree frequency of our regular meetings, your reporting requirements, gain an understanding of who your existing retained external professional services providers are etc.

Our contract management teams' time will be charged at nil cost to CQC.

Darren Spencer, Contract Manager

CQC's point of contact at GVA, who be responsible for overseeing all your service requirements and liaison with CQC principle service manager, is [REDACTED]

[REDACTED] who is a Director based in the GVA Newcastle office, will be responsible for the

co-ordination of all works delivered to CQC. He will ensure that all services are delivered by appropriately qualified individuals within the agreed timescales and fees and that all advice is compliant.

You will have access to the knowledge and experience of [REDACTED] who has previously undertaken asset management and lease consultancy advice with regard to GVA's previous appointment with the CQC. He has also managed a variety of Public Sector clients on behalf of GVA for over the last 10 years.

He has a good professional understanding of the range of disciplines you require and strong contract management skills. In practice, this means he will be able to interpret your objectives into appropriate professional service delivery and monitor and ensure effective delivery from disciplines beyond his own core skill base. A detailed copy of [REDACTED] CV has been attached to our submission.

[REDACTED] will attend the regular account meetings and also the quarterly contract management meetings as required. However, should CQC require a meeting in London at short notice, [REDACTED] who is based in the GVA London office, will attend as representative from GVA. This offers the flexibility that may be required.

Neil Mandle, Deputy Contract Manager

Supporting [REDACTED] and taking the role [REDACTED] for succession planning purposes, will be Director, [REDACTED]. We recognise that business as usual is important to the CQC, therefore should [REDACTED] be unavailable for any reason then [REDACTED] will be allocated to deputise and will oversee the work for contingency. Neil will keep CQC abreast of any such change and will ensure that a seamless handover takes place if and when necessary.

Nicholas Freeston, Quality Assurance Director

To ensure a consistent, quality service and in the unlikely event of the CQC needing to escalate an issue, we have assigned [REDACTED] [REDACTED] and has vast experience of managing Public Sector clients on behalf of GVA. A role he has taken for over seven years.

Resource planning

To ensure delivery is managed and quality and appropriateness of support is provided to CQC (or to any client), GVA takes resource planning very seriously.

At the commencement of each project we assess the level of resource required based on previous experience. We discuss the requirements of the project with the client including the timescales based on end dates. We also consider:

The main components of the brief specified as accurately as possible;

Comparable information about resources required for similar work on previous projects, captured through time recording data;

Preparing a draft project programme based on analysis of BFI objectives;

Resource availability schedule, including information on experience/competencies of relevant individuals;

Effort likely to be required to complete the CQC's requirements in terms of human and other resources;

Locational factors relevant to project delivery.

The core team assess the outputs from the aforementioned exercise and prepares a 'responsibility assignment matrix' to allocate roles and responsibilities. This involves listing the project activities skills in matrix format and providing a brief description of the required work. Once complete, we match people to the skills required using a 'skills sheet', a common component of resource planning. Using this approach, we match the relevant experience, competency and technical knowledge of our resources to the demands of the project.

The level of resource required to successfully deliver the project will always be discussed with you at the commencement and assessed regularly to ensure it meets your requirements and timescales. We understand our clients have budgets for projects and we work with you to achieve these as much as possible. All staff are overseen by senior management but we will not use Director resource when not essential in completing the project.

Qualified staff

GVA's proposed team are suitably qualified for their roles. Professional staff will be chartered surveyors (or graduates working towards this qualification under the supervision of chartered surveyors). Some of our team will have equivalent qualifications to meet the requirements of the advice they provide, for example the planners will be Members of the Royal Town Planning Institute. If additional staff join the team to deliver on a specific project they will always be suitably qualified. This ensures our clients will always have a qualified person in the field of expertise to advise them.

Capacity

Operating from 11 regional offices, GVA employs 1300 individuals throughout the UK of which circa 900 are fee earners.

GVA has invested substantially in its regional portfolio with strategic business acquisitions, retaining staff and empowering the regions. As a result we have a strong presence in the regions being number 1 or 2 in all of the service lines.

Each office provides genuine, multi-disciplinary advice to our clients. We cover all core and non-core property services as listed under the Crown Commercial Services framework RM928 without the need to sub-contract thus providing a self-contained service that de-risks QA'ing of consortia and wider matters of control or service delivery.

How we deliver on a national basis is underpinned by our approach to partnership working, being a pro-active advisor and in bringing best practice from across the public and private sectors to the benefit of all our clients. We do this in the following ways:

Dedicated, experienced account management.

Local surveyors with regional expertise reducing travel costs.

A senior team covering all core disciplines required.

Audit trails through GVA commissioning forms.

Aggregated work in progress through Management Information.

Adopting a skills matrix to ensure seniority of staff and appropriateness of fee charges.

Monthly internal conference calls on work in progress.

KPIs – what gets measured; gets done attitude including timeliness and staff continuity.

Regular project de-briefs and lessons learnt workshops.

GVA's regional structure is at the very heart of the company and all offices have full service provision providing a complete understanding of their local markets. In support of Darren, are discipline lead directors and multi-disciplinary teams in each of our regional offices.

Our regional office coverage is without equal. We will provide an operating model that fits within your structure and aligns to your reporting needs. In this sense we have a flexible approach in how we meet your objectives and requirements given that we operate a regionally devolved structure for Ministry of Justice but a centralised approach for DCLG and the Department for Education as examples.

Supply chain/Sub-Contractors

For this particular CQC instruction all advice will be provided by the GVA team and we do not envisage the need to engage with sub-contractors. We only use sub-contractors on rare occasions and for very specialist work.

Should it be necessary to engage any sub-contractor, GVA has a sub-consultant policy and code of conduct in place which backs up our approach to engaging with sub-contractors. We also ensure that all sub-contractors agree to and sign our terms of appointment prior to any work commencing.

Best practice means we will review appointments in line with your procedures but also cross reference these against the CCS guidelines for supply chain management.

GVA will only appoint proposed sub-contractor / SMEs (s) if they are approved by you. We will identify a suitable partner on the basis of:

Their specific/relevant experience and if they had an excellent track record acting for Central Government departments and the wider Public Sector an office location that means efficient travel costs and other charges whilst benefitting from local market knowledge. General cost for the service being deemed economical for you (at cost)

If GVA has had first-hand experience of working in partnership with them, thus enabling us to vouch for their skill set and individual practitioners professional standing or we have reliable 3rd party references from reputable parties known to us.

GVA will manage the sub-contractor / SME arrangement through:

GPS contractual guidelines for sub-contractor / SME appointments cross references with any Sub Collateral Warranty in favour of the Employer should you have such a document (we could adapt your version) Straight line reporting structure to our client manager, Stuart Powlesland Regular project management meetings; and by Detailing clear and accountable areas of responsibility for the sub-contractor / SME Regular and open communications & partnering review meetings Benchmarking performance with SMART objectives A sub consultant / SME will be expected to adopt GVA Q&A procedure and protocols, as any other team member will be required to do.

GVA has full responsibility for the services undertaken by its sub-contractors. Management of a sub-consultant is the responsibility of the Job Surveyor including clear instructions, services, contractual obligations, ensuring the quality of output and resolving at an early stage any disputes, ensuring (where relevant) a commitment to health and safety, performance, design quality and sustainability.

GVA recognises that customers, clients, and any other working partners expect those delivering services and exercising authority on its behalf are of the highest standard.

From our sub-contractors, we require integrity and ethical, law abiding behaviour in line with minimum standards, including Health and Safety standards.

To further underpin our approach, before working on our behalf, all sub-contractors are required to complete a questionnaire. Part of which asks them to declare any breaches of Health and Safety legislation. They are thoroughly assessed to ensure their standards are of the highest quality and meet our requirements.

To undertake this due diligence process for our contractor base, we use health, safety and environmental consultancy Alcumus SM&MS' system, ContractorPlus.

We are subject to external verification/audit due to holding various British Standard certifications including ISO 9001, Construction line, Achilles, Safe Contractor and CHAS. For this reason we also need to ensure that our contractor base is of the highest standard.

Exit Strategy & Skills Transfer

Describe the processes and deliverables of the exit phase of the service and how skills will be retained within the Authority.

GVA Response:

The Exit Strategy will be led by [REDACTED] working alongside CQC representatives from estates and procurement.

This process will cover:

- Providing a complete status update of all 'live' jobs on a Management Information tracker and their anticipated end date;
- A full property update – 'live' data on rents, rates, service charge, tenure details and critical dates (breaks/lease ends etc.) – on an asset by asset basis provided through our Datapoint Management Software in excel (or other format) that can be transported to CQC's systems;
- A 24 months review of where the estate is heading, the key interdependencies and milestones that need reviewing with a property consultant in the future;
- Statement on TUPE;
- The provision, for up to three months, of surveyor support to handle the provision of information for a re-tender, to ensure contract demobilisation is smooth and that if necessary, the handover to a new consultant is efficient and informative.
- Lessons learned and considerations for future asset management.

Through the regular series of contract review meetings GVA anticipate to hold with CQC, we believe that you will be very knowledgeable of all the key issues and therefore the data handover will be a business as usual matter. We will ensure that copies of all historic reports are provided to CQC in a transfer format of your choice – this will be led by the QA director.

Three months prior to any re-procurement, [REDACTED] will provide you with a clear and concise project plan that will ensure a sensible exit strategy is achieved and that knowledge and skills transfer will be assured. Both are very experienced client and contract managers and work across large and small portfolios and can therefore provide a first class output with a 'no surprises' approach.