

FRAMEWORK SCHEDULE 3 – FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

This contract is made on the **24th** day of **July 2022**

BETWEEN

- (1) The department for Business, Energy and Industrial Strategy of 1 Victoria Street, London SW1H 0ET (the "**Customer**"); and
- (2) Matt Hamnet & Associates Ltd, known as MH&A Ltd whose registered office is Cantelowes Ltd, 15 Bowling Green Lane, London UK, E1R 0BD whose company number is 11197120]) (the "**Service Provider**")

WHEREAS the Customer wishes to have provided the following goods and/or services namely Business Services (Lot 1) pursuant to the ESPO Framework Agreement (reference **664-21 Consultancy Services**).

NOW IT IS AGREED THAT

1. The Service Provider will provide the goods and/or services in accordance with the terms of the call-off contract (reference number [664-21] and Contract Documents.
2. The Customer will pay the Service Provider the amount due in accordance with the terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
 - This Form of Contract
 - The Master Contract Schedule
 - ESPO Framework 664-21 – Lot 1 Business Services – Standard specification

IN WITNESS OF the hands of the Parties or their duly authorised representatives:

Signed for and on behalf of BEIS

by [REDACTED], an authorised officer

Signed for and on behalf of MH&A

by [REDACTED], an authorised officer

This document relates to and forms part of the Call-Off Terms

(Document Reference 664-21)

MASTER CONTRACT SCHEDULE

(ESPO Framework Reference 664-21 Consultancy Services)

1. TERM
Commencement Date 1/8/22 Expiry Date 1/2/23 Extension Period 1/5/23
2. GOODS AND/OR SERVICES REQUIREMENTS
Goods required N/A Services and Deliverables required <u>Core requirement</u> BEIS requires support from MH&A to deliver critical aspects of the Help to Grow Digital (HtGD) programme. To support now-live operational delivery, MH&A will undertake a combination of activities including but not limited to the following: 1. Provide expert advice and support to the programme's senior leadership and operational teams to deliver high-performing, compliant customer service delivery including: - Operational management of the contact centre teams, including reporting, to ensure a positive SME experience; - Operational management of the compliance and financial reconciliation teams, including reporting; - Active account management of Wave 1 and Ecommerce vendors including regular communication, service delivery, customer insight and dispute resolution, to ensure they remain positively committed to HtGD;

- Maintenance / continuous improvement of the operations manual and process maps to ensure that they optimize and accurately describe the SME, vendor, stakeholder, and colleague experience;

- Identification and implementation of opportunities for service improvements during the contract period ;and,

2. Provide PMO function to ensure the service operations team is effectively accountable to the wider programme, including:

- Contribute to Programme-level activities including PMO, data, reporting, planning - and take ownership of actions as agreed to enhance the operational effectiveness of the programme;

- Creation and implementation of a detailed plan to support the transfer of service delivery to BEIS successor arrangements, which will be confirmed to MH&A by BEIS as soon as practically possible.

3. Provide expertise advice on operational design for new priority projects, and as necessary operational management of those projects. These include but are not limited to:

Future waves

- Contribute to policy thinking and development on future software waves. Provide expert advice and support in shaping and defining software priorities for future waves;
- Provide operational management of new waves including planning, identification, and acquisition of vendors; assessment of applications against set criteria, managing any subsequent appeals and complaints.
- Provide expert advice and support around evaluation of vendor applicants;

Vendor Pilot

- Provide advice and support to understand needs of vendors, consider flexibilities with current processes to enable vendors to onboard successfully and support that onboarding.

1:1 advice

- Support operational scheme design for new 1-1 advice offer, and provide operational management for assessing applications to the scheme, managing related appeals and complaints, onboarding new vendors.

Alternative buying journey

- Support operational scheme design for new alternative buying journey offer, provide operational management to support delivery of the offer.

Additional requirement

In addition to the above, the Buyer may request that MH&A provide further resource to support operational delivery – including e.g. contact centre staff, staff to process scheme applications, and customer service experts.

The above requirement, and how MH&A supports BEIS to execute against it, may evolve through the life of the contract through discussion between the BEIS SRO and MH&A engagement lead.

A contract variation will be agreed between the Parties if the change of scope has a material impact on MH&A’s resourcing mix and / or levels.

Optional Services required

N/A

Performance/Delivery Location/Premises

MH&A will provide support consistent with the programme’s performance indicators, plan and operations manual / process maps.

Standards

Quality Standards

Technical Standards

Required standards met under terms of Framework.

Disaster Recovery and Business Continuity

Clause 6 is sufficient for the purposes of this engagement

3. SERVICE PROVIDER SOLUTION

Core requirement

MH&A will provide the following resource to meet the core requirement described above:

Grade	Individual(s)	Day rate (ex VAT)
Partner	██████████	██████
Director	██████████	██████

In the event that the Buyer commissions MH&A to provide further resource, the two parties will agree the quantum and duration of resourcing, and day rates, in each case.

Depending on volumes being managed in the scheme and demand this creates, the buyer may request that the supplier provides additional administrative operational support.

Any resourcing and spend against the additional requirement will be tracked and managed separately to the core requirement – including through use of a separate purchase order.

The value of the additional requirement shall not exceed £100k ex VAT.

Key Personnel of the Service Provider to be involved in the provision of the Goods, Services and Deliverables

[REDACTED]

[REDACTED]

Service Provider's inspection of the Premises and Infrastructure (where relevant)

No issues identified.

4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES

Implementation Plan and Milestones or e.g. delivery schedule (including dates for completion and/or delivery)

MH&A will deliver continuous customer service / operations in a manner consistent with the programme's overall plan, operations manual and process maps.

Within three weeks of communication of successor arrangements to them, MH&A will prepare detailed plan on the handover of all service delivery and supporting activities to those successor arrangements.

Critical Service Failure

As defined in operational manual.

Monitoring

As per programme environment prescribed / maintained by BEIS.

Management Information

As per programme environment prescribed / maintained by BEIS.

CUSTOMER RESPONSIBILITIES

Customer's Responsibilities (where appropriate)

To provide MH&A with clear advice, guidance and direction on evolving programme requirements, including the transition to successor arrangements.

Customer's equipment (where appropriate)

N/A

CHARGES AND PAYMENT

Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))

Aligned to the BEIS accounting practice delivery is paid on a time and materials basis (day rate) as identified in the offer (accepted) attached. Approval of invoices will be in arrears on a monthly basis.

CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information:

Confidentiality Terms and Conditions in SCHEDULE 3
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5. AGREED AMENDMENTS TO THE CALL-OFF TERMS

The following amendments shall be deemed to be made to the Call-Off Terms:

N/A

6. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. INTRODUCTION

- 1.1 The Service Provider shall comply with any further written instructions with respect to processing by the Customer.
- 1.2 Any such further instructions shall be incorporated into this section 9 of the Master Contract Schedule.

Description	Details
Subject matter of the processing	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Duration of the processing	For the duration of the Framework Award plus 7 years.
Nature and purposes of the processing	Contractual and Service obligations
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Job title or role
Categories of Data Subject	Civil Servants, Contractors and Customers

7. Personal Data under the Joint Control of the Parties

The following section 10 applies to Personal Data under the Joint Control of the Parties as described in clause 16.8.15 of this Contract.

1. The [Parties] [Customer] [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where personal data are collected from the data subject).
2. The [Parties] [Customer] [Service Provider] shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where personal data have not been obtained from the data subject).
3. The [Parties] [Customer] [Service Provider] shall be responsible for responding to any request for information from a Data Subject under GDPR Article 15 (Right of access by the data subject).
4. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).
5. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).
6. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).
7. The [Parties] [Customer] [Service Provider] shall be responsible for notifying any rectification or erasure of personal data or restriction of processing carried out in accordance with GDPR Articles 16, 17 and 18 to each recipient to whom the personal data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing).
8. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).
9. The [Parties] [Customer] [Service Provider] shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).
10. The [Parties] [Customer] [Service Provider] shall be responsible for ensuring a Data Subject is not subject to a decision based solely on automated processing, including profiling which causes legal effects or

significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).

11. The [Parties] [Customer] [Service Provider] shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any personal data breach in accordance with GDPR Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject).

12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).

13. The Parties agree that the [Customer] [Service Provider] shall be the point of contact for Data Subjects.

THE CUSTOMER

- and -

THE SERVICE PROVIDER

CALL-OFF TERMS

relating to

CONSULTANCY SERVICES

CONTRACT REF

ESPO 664-21