



Cabinet Office

**Cabinet Office**

**- and -**

**CIPD**

**ATTACHMENT 5**

**relating to**

**HR Director to Chief People Officer Development Programme  
CSR/200**

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Award Letter and Contract (Attachment 5)  
HR Director to Chief Operating Officer Development Programme  
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AWARD LETTER:

CIPD  
151 The Broadway  
London  
SW19 1JQ  
England

Attn: **Redacted under FOIA section 40, Personal Information**

Email Address: **Redacted under FOIA section 40, Personal Information**

Date: **27 February 2025**  
Contract ref: CSR/200

Dear Sir,

**Award of contract for: HR Director to Chief People Officer Development Programme**

Following your proposals for the **HR Director to Chief People Officer Development Programme**, (The Buyer) we are pleased to award this Contract to you.

The Buyer has confirmed that they accept **Attachment 5 Terms and Conditions** issued with this Award Letter.

**1. For the purposes of the Agreement, the Buyer and the Supplier agree as follows:**

- 1.1 The call-off contract shall commence 3rd day of March 2025 and the Expiry Date will be 2nd day of March 2026 (12 months).
- 1.2 The maximum contract value shall be up to the value of £120,000 (excl VAT). The Buyer makes no commitment to spend a maximum or minimum value during the Contract period. The maximum contract value is to cover the whole life contract term of 11 months
- 1.3 This procurement activity was a Single Tender Action.
- 1.4 The Services shall be performed both in-person and virtually.
- 1.5 The address for notices of the Parties are:

The Buyer	Supplier
Cabinet Office 70 Whitehall London Greater London SW1A 2AS	CIPD 151 The Broadway LONDON SW19 1JQ England

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<b>England</b>  Attention: <b>Redacted under FOIA section 40, Personal Information</b> Email: <b>Redacted under FOIA section 40, Personal Information</b>	Attention: <b>Redacted under FOIA section 40, Personal Information</b> Email: <b>Redacted under FOIA section 40, Personal Information</b>
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1.6 The following persons are Key Personnel for the purposes of the Agreement:

1.6.1 For the Supplier:

Name	Title/Role for the Supplier
<b>Redacted under FOIA section 40, Personal Information</b>	<b>Redacted under FOIA section 40, Personal Information</b>
<b>Redacted under FOIA section 40, Personal Information</b>	<b>Redacted under FOIA section 40, Personal Information</b>

1.5.2 For the Buyer:

Name	Title/Role for the Buyer
<b>Redacted under FOIA section 40, Personal Information</b>	<b>Redacted under FOIA section 40, Personal Information</b>

## 2. Payment

### 2.1 – Requirement 1 and Requirement 2

All invoices must be sent, quoting a valid purchase order number (PO Number), to: **Redacted under FOIA section 40, Personal Information**

Each department accessing the services will inform the supplier of the contact for invoicing upon agreement of the assessment. Within 10 working days of receipt of your countersigned copy of this letter, the Buyer will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

### 2.2 – Payment

It is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name and telephone number) of your Buyer. Non-compliant invoices will be returned, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact the buyer **Redacted under FOIA section 40, Personal Information**.

## 3. Liaison

For general liaison, your contact will continue to be **Redacted under FOIA section 40, Personal Information**

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**Information, Redacted under FOIA section 40, Personal Information**

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Please confirm your acceptance of the award of this contract by signing and returning the copy of this letter/attachment 5 (the contract) via email to the Buyer’s commercial team: **Redacted under FOIA section 40, Personal Information** as soon as possible or by no later than **3pm on Monday 3rd of March 2025**. No other form of acknowledgement will be accepted. Please remember to quote the Contract Reference number above in any future communications relating to this Contract.

Thank you for your cooperation.

Yours faithfully,

Signed for and on behalf of <b>Cabinet Office</b> (“the Customer”)
Name: <b>Redacted under FOIA section 40, Personal Information</b>
Job Title: <b>Redacted under FOIA section 40, Personal Information</b>
Signature: <b>Redacted under FOIA section 40, Personal Information</b>
Date: 27 February 2025

We accept the terms set out in this letter and its Annexes, including the Conditions.

Signed - via DocuSign	
Supplier	
<Supplier Sign Here>	
Signed: Redacted under FOIA section 40, Personal Information	
Full Name: Redacted under FOIA section 40, Personal Information	
Job Title/Role:	Redacted under FOIA section 40, Personal Information
Date Signed:	27/02/25
Buyer	
<Commercial Sign Here>	

Signed: Redacted  
under FOIA section  
40, Personal  
Information

Full Name: Redacted under FOIA  
section 40, Personal  
Information

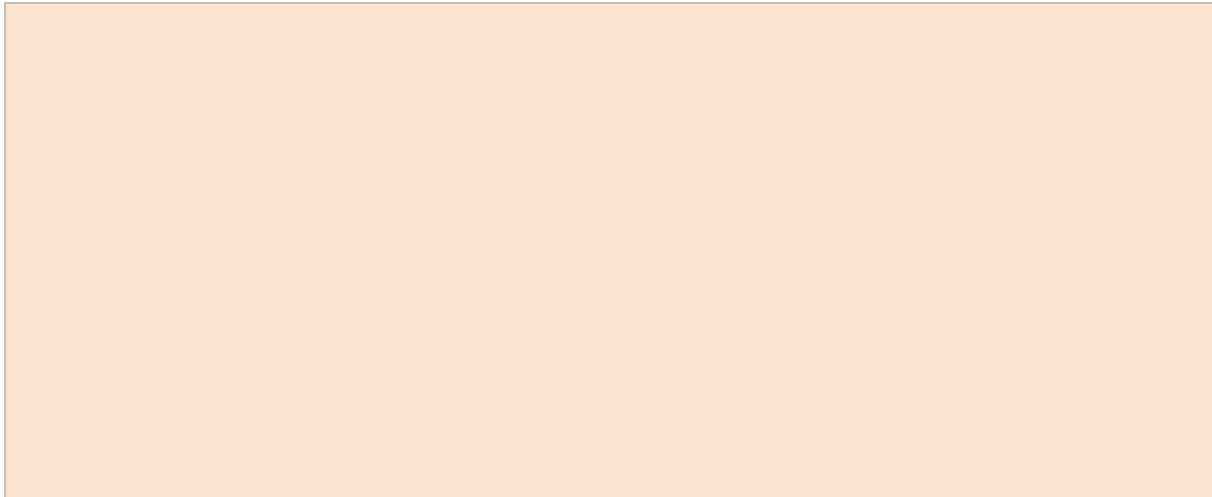


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HR Director to Chief Operating Officer Development Programme  
Job Title/Role: **Redacted under FOIA section 40, Personal Information**  
Award letter/ **Redacted under FOIA section 40, Personal Information**  
Development Programme

Date Signed: 28/2/25 27 February 2025

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ATTACHMENT 5 – THE CONTRACT

ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

- “Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
- “Award Letter” means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
- “Central Government Body” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
  - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
  - (c) Non-Ministerial Department; or
  - (d) Executive Agency;
- “Charges” means the charges for the Services as specified in the Annex 2
- “Confidential Information” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by

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	the receiving Party to be confidential;
“Customer”	means the Contracting Authority/Customer named in the Award Letter;
“DPA”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity description and quality) as specified in <b>Annex 3: Statement of Requirements</b> .
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

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“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

- 1.2 In these terms and conditions, unless the context otherwise requires:
- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
  - 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
  - 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
  - 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
  - 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## **2 BASIS OF AGREEMENT**

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

## **3 SUPPLY OF SERVICES**

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
  - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;

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- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.
- 4 TERM**
- 4.1 The Agreement shall take effect on **3<sup>rd</sup> March 2025**, the Start Date and shall expire on **2nd March 2026**, the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 12 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.
- 5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**
- 5.1 The Charges for the Services shall be as set out in **Annex 2: Price Schedule**, and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance. Disputed invoices to be discussed by both parties within 5 working days of receipt. Payments may be reduced or withheld by mutual agreement and in accordance with the Annex 8: Performance monitoring schedule.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to

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- pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
- 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
- 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
- 6 PREMISES AND EQUIPMENT**
- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
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- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
  - 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
  - 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
  - 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
  - 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

**7 STAFF AND KEY PERSONNEL**

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
  - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 7.2 The Supplier shall:
  - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
  - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

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- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). 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 Services.

**8 ASSIGNMENT AND SUB-CONTRACTING**

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

**9 INTELLECTUAL PROPERTY RIGHTS**

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third-party rights). The IPR ownership shall be clearly specified and agreed (in writing) by both parties at the point of commissioning the design, development and /or creation of new products, content or materials. A formal record and register of the IPR status and ownership of all new products, content or materials, as agreed by both parties, shall be maintained throughout the term of the contract.

- 9.2 The Supplier hereby grants the Customer:
- 9.2.1 a royalty-free, revocable, non-exclusive licence to use all intellectual property

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rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.2.2 a royalty-free, revocable and non-exclusive licence to use:

- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

only to the extent required in the course of the provision of the Services by the Supplier until such time as this Agreement comes to an end, including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided. The Customer reserves the right to make changes to products, content and/or materials throughout the term of the agreement

9.3 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **10 GOVERNANCE AND RECORDS**

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

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

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**11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

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- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the customer under this clause 11.

11.3 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 Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12 FREEDOM OF INFORMATION**

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

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12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

### **13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under Data Protection Legislation and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.

#### **13.2 REPLACED BY ANNEX 6 IN RELATION TO PROTECTION OF PERSONAL DATA**

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

### **14 LIABILITY**

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 100% of the Charges paid or payable to the Supplier. That sum may be deducted following written notification submitted by the Customer to the Supplier detailing the circumstances of the breach of the agreement and/or failure to remedy the breach within 30 days where the breach is capable of remedy. A breach of statutory duty or otherwise shall in no event exceed a sum equal to 100% of the Charges paid or payable to the Supplier; and

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14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## **15 FORCE MAJEURE**

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **16 TERMINATION**

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

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

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

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

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the Agreement;

- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
  - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
  - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
  - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
  - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## **17 COMPLIANCE**

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

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17.2 The Supplier shall:

17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

**18 PREVENTION OF FRAUD AND CORRUPTION**

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer

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throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## 19 DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and Customer, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any Customer to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to

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either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

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

## **21 NOTICES**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22 GOVERNING LAW AND JURISDICTION**

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

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**ANNEX 2 – PRICE SCHEDULE**

**HR Director to Chief Operating Officer Development Programme**

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**ANNEX 3 – STATEMENT OF REQUIREMENTS – HR Director to Chief Operating Officer Development Programme**

## **1. PURPOSE**

- 1.1 As part of our ongoing commitment to talent development and succession planning, we propose the implementation of a HR Director to Chief Operating Officer (COO) Development Programme.
- 1.2 The programme aims to nurture and empower senior talent within our profession by providing them with the necessary skills, knowledge, and experiences to transition into COO roles successfully.

## **2. BACKGROUND TO THE CONTRACTING AUTHORITY**

- 2.1 The Civil Service (CS) currently lacks HR professionals in COO roles, limiting the diversity of skills and perspectives at this level. This pilot programme aims to change that by enabling HR Directors to develop the necessary skills for COO positions.
- 2.2 Given the strategic importance of the programme, the procurement approach will focus on a single source to the Supplier recognising its status as the only professional body for HR and people development.
- 2.3 Sole Source of the contract to the Supplier eliminates the need for a lengthy procurement process which would not generate any other bidders as Suppliers are the only professional body for HR, allowing a faster launch. This efficiency is critical given the timeline.
- 2.4 To address the gap identified above, we want to pilot a development programme for high performing HRDs from CS and NHS, who have the aptitude and ambition to progress to COO role within the next 2 - 3 years

## **3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 3.1 Civil Service identified the NHS as a critical friend and development partner, due to similarities in size and challenges facing our organisations. With support from the HR professional body - Supplier, we collaborate on issues related to development of individuals in the HR function and professions, with a particular focus on senior cadre.

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- 3.2 The collaboration with Supplier / NHS on this development programme aligns with the objectives in the recently published People Plan for the Civil Service which emphasises the importance of talent development, succession planning and building leadership capabilities.
- 3.3 Working in partnership with the NHS enables us to exploit economies of scale and take advantage of the learning of both the NHS and CS and therefore provides better value for money than contracting with a single provider on our own.
- 3.4 The People Plan, Learning Skills and Capability Priority 1 - Reform connection: To deliver the Government's priorities, the Civil Service must be skilled, knowledgeable and networked. Confident and capable civil servants must develop the full spectrum of skills relevant for their role, including gaining both broad universal knowledge and deep specialist skills
- 3.5 This sole source award to Supplier, in conjunction with the partnership with Said Business School and NHS will ensure that the programme benefits from both cutting-edge academic insights and practical, industry-recognised HR expertise. This combination will be crucial in developing HR Directors who can successfully transition into COO roles within the public sector.

d.1

#### 4. DEFINITIONS

Expression or Acronym	Definition
COO	Chief Operating Officer
Supplier	Chartered Institute of Personnel and Development
HRDs	HR Directors

#### 5. SCOPE OF REQUIREMENT

- 5.1 A tailored development programme designed specifically for senior HR Directors aiming to transition into COO roles
- 5.2 A comprehensive curriculum that covers key competencies required for the COO position, such as strategic leadership, operational excellence, financial acumen and cross-functional management

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5.3 Personalised coaching / mentoring

5.4 To equip HR directors with the skills, knowledge and confidence needed to successfully navigate the complexities of the COO role.

## 6. THE REQUIREMENT

6.1 2 residential modules at SBS, each lasting 3-5 days.

6.2 120 hours of lecture time from SBS faculty.

6.3 20 hours of individual coaching per participant.

6.4 2 action learning projects directly benefiting the Civil Service.

## 7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe for Delivery Date
1	Detailed planning and preparation	Within week 1 of Contract Award or no later than 1 month
2	Selection process	Within week 4 of Contract or no later than 2 months
3	Onboard of selected candidates	
4	Official launch	

## 8. MANAGEMENT INFORMATION/REPORTING

8.1 Supplier to provide updates and progress reports monthly.

8.2 Supplier to host virtual meetings with stakeholders to discuss issues and progress throughout the contract term.

d.2

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## **9. VOLUMES**

- 9.1 The anticipated cohort will consist of 5 individuals, with a maximum of 7 depending on the number of eligible attendees and overall final cost per person. No guarantee is given by the Authority in respect of volumes, which the Authority shall require the Service Provider to provide during the Call Off Contract. Any volumes of Services referred to in the statement of requirement, contract or schedules are indicative only and shall not be binding on the Authority.

## **10. CONTINUOUS IMPROVEMENT**

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Authority during monthly Contract review meetings.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

## **11. SUSTAINABILITY**

- 11.1 The supplier is required to incorporate sustainability as a core component of their proposal for the Chief People Officer (CPO) Development Programme. This should include strategies for minimising the environmental impact of the programme, such as reducing carbon emissions associated with travel and accommodation, utilising digital resources to decrease paper usage, and sourcing sustainable and ethically produced materials for any physical components of the programme.

## **12. QUALITY**

- 12.1 The supplier must ensure that all contractual outputs adhere to the highest quality standards, reflecting the prestige and academic rigour associated with both the CIPD and the University of Oxford's Saïd Business School. The proposed Chief People Officer (CPO) Development Programme should be designed and delivered in alignment with internationally recognised educational and professional standards. Additionally, the programme should leverage Saïd Business School's reputation, which is consistently ranked first in the UK for its Open Executive Education programmes and fifth globally for its overall Executive Education offerings. The quality assurance processes should include regular evaluations, participant feedback mechanisms, and continuous improvement protocols to ensure the programme remains cutting-

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edge and impactful. The supplier will also be expected to provide evidence of their capability to meet these standards through prior accreditations, testimonials, and case studies from similar high-profile programmes remains cutting-edge and impactful. The supplier will also be expected to provide evidence of their capability to meet these standards through prior accreditations, testimonials, and case studies from similar high-profile programmes.

12.2 Face-to-face Delivery: If Client gives notice that it wishes to postpone or cancel the Programme or constituent elements less than 16 weeks before the Delivery Date, the following fees shall be payable by Client:

12.2.1 between 12 and 16 weeks (inclusive) before the Delivery Date – 25% of the fees for the Programme or constituent element thereof;

12.2.2 between 6 weeks and less than 12 weeks (inclusive) before the Delivery Date – 50% of the fees for the Programme or constituent element thereof; and

12.2.3 less than 6 weeks before the Delivery Date – 100% of the fees for the Programme or constituent element thereof.

## 13. PRICE

13.1 Prices are to be submitted via email to: **Redacted under FOIA section 40, Personal Information**

13.2 Design and discovery will account for **Redacted under FOIA section 43, Commercial Interests** of the overall charge.

## 14. STAFF AND CUSTOMER SERVICE

14.1 The supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service. To uphold the high standards set by the NHS and Civil Service Chief People Officer (CPO) Development Programme, the suppliers staff assigned to the Contract must possess relevant qualifications and extensive experience in delivering executive education and leadership development programmes. This includes, but is not limited to, academic credentials and practical experience in areas such as transformational change leadership, commercial strategy, and high-performance team building.

14.2 The supplier shall ensure that all staff understand the Authority's vision and objectives, which include encouraging inclusive and responsible business

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practices and supporting the development of Chief People Officers who can effectively navigate the evolving world of work. Staff should be adept at delivering both in-person and online interactive learning experiences, utilising a blend of workshops, peer discussions, and experiential activities, as outlined in the CS CPO Programme document.

Furthermore, the supplier shall provide excellent service to the Authority throughout the duration of the Contract. This includes maintaining open lines of communication, being responsive to feedback, and continuously improving the programme based on participant evaluations and emerging best practices. The supplier's commitment to customer service will be instrumental in ensuring the programme's success and its alignment with the overarching goals of the NHS and Civil Service.

## 15. SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Programme Delivery Quality	Ensure all programme modules are delivered to the highest educational standards.	95% participant satisfaction
2	Participant Engagement	Measure the level of engagement and interaction among participants during the programme.	90% active participation
3	Timeliness of Delivery	Adherence to the agreed schedule for all programme activities and deliverables.	100% on-time delivery
4	Resource Availability	Ensure sufficient qualified staff are available for all programme sessions and support activities.	100% resource availability
5	Customer Service	Responsiveness to the Authority's queries, issues, and feedback.	95% positive feedback
6	Continuous Improvement	Implementation of feedback from participants and the Authority to improve the programme.	Quarterly improvement reports

15.2 In the case of persistent poor performance by the supplier, the Authority reserves the right to terminate the Contract early. An exit strategy will be implemented, which includes a formal review process to assess performance issues, followed by a notice period during which the supplier will have the opportunity to rectify the issues. If satisfactory improvement is not achieved, the Contract will be terminated, and contingency plans will be enacted to ensure a smooth transition and minimal disruption.

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## 16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 16.1 The supplier must ensure that their systems are able to handle sensitive information, incorporating robust cybersecurity measures to safeguard against data breaches and unauthorised access.
- 16.2 **Data Protection:** The Supplier must comply with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018, ensuring that all personal data is processed lawfully, fairly, and transparently.
- 16.3 Confidentiality is paramount for the content of this Statement of Requirements and the results/deliverables of the Contract. The Supplier must ensure that any proprietary or sensitive information related to the programme is not disclosed to unauthorised parties. Deliverables must be securely handled, stored, and transmitted, with access limited to authorised personnel only.
- 16.4 The Supplier will satisfy the requirements for holding and hosting data in UK and EU as set out in Security certification:

Cyber Essentials Plus,  
and/or ISO 27001

## 17. PAYMENT AND INVOICING

- 17.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 17.2 Before payment can be considered, each invoice must include a valid purchase order number and a detailed elemental breakdown of work completed and the associated costs.
- 17.3 Invoices should be submitted to:

**Redacted under FOIA section 40, Personal Information**

## 18. CONTRACT MANAGEMENT

- 18.1 The contract will be managed internally.
- 18.2 The Supplier must provide a monthly performance pack including the number of candidates booked for the learning, how many complete the programme and/or reasons why candidates dropped out; any cancellations (and reasons for the cancellation i.e. whether cancelled by CIPD or candidate) and all feedback.

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- 18.3 The supplier to mitigate negative feedback by addressing issues in real time and making amendments where appropriate.
- 18.4 All meetings to be virtual unless required by the supplier.
- 18.5 Attendance at Contract Review meetings shall be at the Supplier's own expense.

## **19. LOCATION**

The location of the Services will be carried out at Said Business School, CIPD headquarters and virtually.

### **ANNEX 4**

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**ANNEX 5 – CLARIFICATIONS**

**Not Applicable**

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## **ANNEX 6 – ADDITIONAL TERMS & CONDITIONS**

### **1. Data Protection**

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 to this Schedule (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that:
    - (i) the Supplier Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Annex 1 (Processing Personal Data));

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- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
  - (A) are aware of and comply with the Supplier's duties under this Clause;
  - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
  - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract; and
  - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
  - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
  - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.7, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

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- (f) becomes aware of a Data Loss Event.
- 1.6 The Supplier's obligation to notify under Clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Customer following any Data Loss Event;
  - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
  - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
  - (b) obtain the written consent of the Customer;

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- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.11 such that they apply to the Sub-processor; and
  - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 1.12. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13. The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.16. The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.17. The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.18. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:

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- (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that:
    - (i) the Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Annex 1 (Processing Personal Data));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Supplier's duties under this Clause;
      - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Call Off Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
    - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
    - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
  - (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.

1.19 Subject to Clause 1.21, the Supplier shall notify the Customer immediately if it:

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- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data processed under this Call Off Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
- 1.20 The Supplier's obligation to notify under Clause 1.19 shall include the provision of further information to the Customer in phases, as details become available.
- 1.21 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.19 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Customer following any Data Loss Event;
  - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.22 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
  - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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## Annex 1 –Processing Personal Data Authorised Processing Template

1. The contact details of the Customer's Data Protection Officer are:  
  
**Redacted under FOIA section 40, Personal Information**
2. The contract details of the Supplier Data Protection Officer are:  
  
**Redacted under FOIA section 40, Personal Information**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

<b>Contract Reference:</b>	<b>CSR/200</b>
<b>Date:</b>	<b>10th December 2024</b>
<b>Description of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	<p>1.1 <i>Customer as Controller</i></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 1.1.]</p>
Subject matter of the processing	In relation to the provision of HR Director to Chief Operating Officer (COO) Development Programme
Duration of the processing	For the duration of the contract. 12 Months

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Nature and purposes of the processing	Ensure HR colleagues across the Civil Service are gaining appropriate levels of accreditation. CIPD will hold details of qualified members of staff.
Type of Personal Data	Name, Department, email address (we prefer work email; however, colleagues can use personal email), date of birth, CIPD Membership.
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers)
	Describe how long the data will be retained for, how it be returned or destroyed. The data will be retained for the duration of the contract (12 months) and will be returned at the written direction of the company, CIPD will delete or return personal data and copies thereof to the CO on termination of the agreement. If colleagues wish to maintain their membership beyond the period of the contract then they would register as normal with CIPD i.e. GPG will not be involved in this process.

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ANNEX 2 - SECURITY MANAGEMENT SCHEDULE

Supplier obligations

Core requirements

- 1.1 The Supplier must comply with the core requirements set out in Paragraphs 3 to 8.
- 1.2 Where the Buyer has selected an option in the table below, the Supplier must comply with the requirements relating to that option set out in the relevant Paragraph:

Certifications (see Paragraph 3)		
The Supplier must have the following Certifications:	ISO/IEC 27001:2013 by a UKAS-approved certification body	<input type="checkbox"/>
	Cyber Essentials Plus	<input checked="" type="checkbox"/>
	Cyber Essentials	<input type="checkbox"/>
Subcontractors that Process Government Data must have the following Certifications:	ISO/IEC 27001:2013 by a UKAS-approved certification body	<input type="checkbox"/>
	Cyber Essentials Plus	<input type="checkbox"/>
	Cyber Essentials	<input checked="" type="checkbox"/>
Locations (see Paragraph 4)		
The Supplier and Subcontractors may store, access or Process Government Data in:	the United Kingdom only	<input type="checkbox"/>
	the United Kingdom and European Economic Area only	<input checked="" type="checkbox"/>
	anywhere in the world not prohibited by the Buyer	<input type="checkbox"/>

Optional requirements

- 1.3 Where the Buyer has selected an option in the table below, the Supplier must comply with the requirements of the corresponding paragraph. Where the Buyer has not selected an option, the corresponding requirement does not apply.

Security testing (see Paragraph 9)
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The Supplier must undertake security testing at least once every Contract Year and remediate any vulnerabilities, where it is technically feasible to do so	☒
<b>Cloud Security Principles</b> (see Paragraph 10)	
The Supplier must assess the Supplier System against the Cloud Security Principles	☒
<b>Record keeping</b> (see paragraph 11)	
The Supplier must keep records relating to Subcontractors, Sites, Third Party Tools and third parties	☒
<b>Encryption</b> (see Paragraph 12)	
The Supplier must encrypt Government Data while at rest or in transit	☒
<b>Protecting Monitoring System</b> (see Paragraph 13)	
The Supplier must implement an effective Protective Monitoring System	☒
<b>Patching</b> (see Paragraph 14)	
The Supplier must patch vulnerabilities in the Supplier System promptly	☒
<b>Malware protection</b> (see Paragraph 15)	
The Supplier must use appropriate Anti-virus Software	☒
<b>End-user Devices</b> (see Paragraph 16)	
The Supplier must manage End-user Devices appropriately	☒
<b>Vulnerability scanning</b> (see Paragraph 17)	
The Supplier must scan the Supplier System monthly for unpatched vulnerabilities	☒
<b>Access control</b> (see paragraph 18)	
The Supplier must implement effective access control measures for those accessing Government Data and for Privileged Users	☒
<b>Return and deletion of Government Data</b> (see Paragraph 19)	
The Supplier must return or delete Government Data when requested by the Buyer	☒

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<b>Physical security</b> (see Paragraph 20)	
The Supplier must store Government Data in physically secure locations	<input checked="" type="checkbox"/>
<b>Security breaches</b> (see Paragraph 21)	
The Supplier must report any Breach of Security to the Buyer promptly	<input checked="" type="checkbox"/>
<b>Security Management Plan</b> (see Paragraph 22)	
The Supplier must provide the Buyer with a Security Management Plan within 30 working days of the contract commencement date detailing how the requirements for the options selected have been met.	<input checked="" type="checkbox"/>

## 2 DEFINITIONS

<b>“Anti-virus Software”</b>	<p>means software that:</p> <ul style="list-style-type: none"> <li>(a) protects the Supplier System from the possible introduction of Malicious Software;</li> <li>(b) scans for and identifies possible Malicious Software in the Supplier System;</li> <li>(c) if Malicious Software is detected in the Supplier System, so far as possible: <ul style="list-style-type: none"> <li>(i) prevents the harmful effects of the Malicious Software; and</li> <li>(ii) removes the Malicious Software from the Supplier System;</li> </ul> </li> </ul>
<b>“Contract Year”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) a period of 12 months commencing on the Effective Date;</li> <li>(b) thereafter a period of 12 months commencing on each anniversary of the Effective Date;</li> <li>(c) with the final Contract Year ending on the expiry or termination of the Term;</li> </ul>
<b>“CREST Service Provider”</b>	means a company with an information security accreditation of a security operations centre qualification from CREST International;
<b>“Government Data”</b>	<p>means any:</p> <ul style="list-style-type: none"> <li>(a) data, text, drawings, diagrams, images or sounds (together with any database made up of any of</li> </ul>

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	<p>these) which are embodied in any electronic, magnetic, optical or tangible media;</p> <p>(b) Personal Data for which the Buyer is a, or the, Data Controller; or</p> <p>(c) any meta-data relating to categories of data referred to in paragraphs (a) or (b);</p> <p>that is:</p> <p>(d) supplied to the Supplier by or on behalf of the Buyer; or</p> <p>(e) that the Supplier generates, processes, stores or transmits under this Agreement; and</p> <p>for the avoidance of doubt includes the Code and any meta-data relating to the Code.</p>
<b>“Certifications”</b>	<p>means one or more of the following certifications:</p> <p>(b) ISO/IEC 27001:2013 by a UKAS-approved certification body in respect of the Supplier System, or in respect of a wider system of which the Supplier System forms part; and</p> <p>(c) Cyber Essentials Plus; and/or</p> <p>(d) Cyber Essentials;</p>
<b>“Breach Security” of</b>	<p>means the occurrence of:</p> <p>(a) any unauthorised access to or use of the Services, the Sites, the Supplier System and/or the Government Data;</p> <p>(b) the loss (physical or otherwise), corruption and/or unauthorised disclosure of any Government Data, including copies of such Government Data; and/or</p> <p>(c) any part of the Supplier System ceasing to be compliant with the required Certifications;</p> <p>(d) the installation of Malicious Software in the Supplier System;</p> <p>(e) any loss of operational efficiency or failure to operate to specification as the result of the installation or operation of Malicious Software in the Supplier System; and</p>

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	<p>(f) includes any attempt to undertake the activities listed in sub-paragraph (a) where the Supplier has reasonable grounds to suspect that attempt:</p> <p>(i) was part of a wider effort to access information and communications technology operated by or on behalf of Central Government Bodies; or</p> <p>(ii) was undertaken, or directed by, a state other than the United Kingdom;</p>
<b>“CHECK Scheme”</b>	means the NCSC’s scheme under which approved companies can conduct authorised penetration tests of public sector and critical national infrastructure systems and networks;
<b>“CHECK Service Provider”</b>	<p>means a company which, under the CHECK Scheme:</p> <p>(a) has been certified by the NCSC;</p> <p>(b) holds “Green Light” status; and</p> <p>(c) is authorised to provide the IT Health Check services required by Paragraph 5.2 (<i>Security Testing</i>);</p>
<b>“Cloud Security Principles”</b>	means the NCSC’s document “Implementing the Cloud Security Principles” as updated or replaced from time to time and found at <a href="https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles">https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles</a> .
<b>“Cyber Essentials”</b>	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
<b>“Cyber Essentials Plus”</b>	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
<b>“Cyber Essentials Scheme”</b>	means the Cyber Essentials scheme operated by the NCSC;
<b>“End-user Device”</b>	means any personal computers, laptops, tablets, terminals, smartphones or other portable electronic devices used in the provision of the Services;
<b>“IT Health Check”</b>	means testing of the Supplier Information Management System by a CHECK Service Provider;
<b>“Malicious Software”</b>	means any software program or code intended to destroy, interfere with, corrupt, remove, transmit or cause undesired effects on

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	program files, data or other information, executable code, applications, macros or configurations;
<b>“NCSC”</b>	means the National Cyber Security Centre, or any successor body performing the functions of the National Cyber Security Centre;
<b>“NCSC Device Guidance”</b>	means the NCSC’s document “Device Security Guidance”, as updated or replaced from time to time and found at <a href="https://www.ncsc.gov.uk/collection/device-security-guidance">https://www.ncsc.gov.uk/collection/device-security-guidance</a> ;
<b>“Privileged User”</b>	means a user with system administration access to the Supplier Information Management System, or substantially similar access privileges;
<b>“Process”</b>	means any operation performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of that data;
<b>“Prohibition Notice”</b>	means the meaning given to that term by Paragraph 4.4.
<b>“Protective Monitoring System”</b>	has the meaning given to that term by Paragraph 13.1;
<b>“Relevant Conviction”</b>	means any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences) or any other offences relevant to Services as the Buyer may specify;
<b>“Sites”</b>	<p>means any premises (including the Buyer’s Premises, the Supplier’s premises or third-party premises):</p> <p style="margin-left: 40px;">(a) from, to or at which:</p> <p style="margin-left: 80px;">(i) the Services are (or are to be) provided; or</p> <p style="margin-left: 80px;">(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</p> <p style="margin-left: 40px;">(b) where:</p> <p style="margin-left: 80px;">(i) any part of the Supplier System is situated; or</p>

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	(ii) any physical interface with the Authority System takes place;
<b>“Standard Contractual Clauses”</b>	<p>means, for the purposes of this Schedule [♦] (<i>Security Management</i>):</p> <p>(a) the standard data protection paragraphs specified in Article 46 of the UK GDPR setting out the appropriate safeguards for the transmission of personal data outside the combined territories of the United Kingdom and the European Economic Area;</p> <p>(b) as modified to apply equally to the Government Data as if the Government Data were Personal Data;</p>
<b>“Subcontractor Personnel”</b>	<p>means:</p> <p>(a) any individual engaged, directly or indirectly, or employed, by any Subcontractor; and</p> <p>(b) engaged in or likely to be engaged in:</p> <p>(i) the performance or management of the Services; or</p> <p>(ii) the provision of facilities or services that are necessary for the provision of the Services;</p>
<b>“Supplier System”</b>	<p>means</p> <p>(a) any:</p> <p>(i) information assets,</p> <p>(ii) IT systems,</p> <p>(iii) IT services; or</p> <p>(iv) Sites,</p> <p>that the Supplier or any Subcontractor will use to Process, or support the Processing of, Government Data and provide, or support the provision of, the Services; and</p> <p>(b) the associated information management system, including all relevant:</p> <p>(i) organisational structure diagrams;</p> <p>(ii) controls;</p> <p>(iii) policies;</p>

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	(iv) practices; (v) procedures; (vi) processes; and (vii) resources;
<b>“Third-party Tool”</b>	means any activity conducted other than by the Supplier during which the Government Data is accessed, analysed or modified, or some form of operation is performed on it;

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**(E) PART ONE: CORE REQUIREMENTS**

**3 CERTIFICATION REQUIREMENTS**

- 3.1 Where the Buyer has not specified Certifications under Paragraph 1, the Supplier must ensure that it and any Subcontractors that Process Government Data are certified as compliant with Cyber Essentials.
- 3.2 Where the Buyer has specified Certifications under Paragraph 1, the Supplier must ensure that both:
  - (a) it; and
  - (b) any Subcontractor that Processes Government Data,
    - e.1 are certified as compliant with the Certifications specified by the Buyer in Paragraph 1:
- 3.3 The Supplier must ensure that the specified Certifications are in place for it and any relevant Subcontractor:
  - (a) before the Supplier or any Subcontractor Processes Government Data; and
  - (b) throughout the Term.

**4 LOCATION**

- 4.1 Where the Buyer has not specified any locations or territories in Paragraph 1, the Supplier must not, and ensure that Subcontractors do not store, access or Process Government Data outside the United Kingdom.
- 4.2 Where the Buyer has specified locations or territories in Paragraph 1, the Supplier must, and ensure that its Subcontractors, at all times store, access or process Government Data only in or from the geographic areas specified by the Buyer.
- 4.3 Where the Buyer has permitted the Supplier and its Subcontractors to store, access or process Government Data outside the United Kingdom or European Economic Area, the Supplier must, and must ensure that its Subcontractors store, access or process Government Data in a facility operated by an entity where:
  - (a) the entity has entered into a binding agreement with the Supplier or Subcontractor (as applicable);
  - (b) that binding agreement includes obligations on the entity in relation to security management at least as onerous as those relating to Sub-contractors in this Schedule 5 (*Security Management*);
  - (c) the Supplier or Subcontractor has taken reasonable steps to assure itself that:

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- (i) the entity complies with the binding agreement; and
  - (ii) the Subcontractor's system has in place appropriate technical and organisational measures to ensure that the Sub-contractor will store, access, manage and/or Process the Government Data as required by this Schedule (*Security Management*);
  - (d) the Buyer has not given the Supplier a Prohibition Notice under Paragraph 4.4.
- 4.4 The Buyer may by notice in writing at any time give notice to the Supplier that it and its Subcontractors must not undertake or permit to be undertaken the storage, accessing or Processing of Government Data in one or more countries or territories (a "**Prohibition Notice**").
- 4.5 Where the Supplier must and must ensure Subcontractors comply with the requirements of a Prohibition Notice within 40 Working Days of the date of the notice.

## 5 STAFF VETTING

- 5.1 The Supplier must not allow Supplier Personnel, and must ensure that Subcontractors do not allow Subcontractor Personnel, to access or Process Government Data, if that person:
- (a) has not completed the Staff Vetting Procedure; or
  - (b) where no Staff Vetting Procedure is specified in the Order Form:
    - (i) has not undergone the checks required for the HMG Baseline Personnel Security Standard (BPSS) to verify:
      - (A) the individual's identity;
      - (B) where that individual will work in the United Kingdom, the individual's nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom; and
      - (C) the individual's previous employment history; and
      - (D) that the individual has no Relevant Convictions; and
    - (ii) has not undergone national security vetting clearance to the level specified by the Authority for such individuals or such roles as the Authority may specify

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## **6 SUPPLIER ASSURANCE LETTER**

- 6.1 The Supplier must, no later than the last day of each Contract Year, provide to the Buyer a letter from its [chief technology officer] (or equivalent officer) confirming that, having made due and careful enquiry:
- (a) the Supplier has in the previous year carried out all tests and has in place all procedures required in relation to security matters required by this Agreement;
  - (b) it has fully complied with all requirements of this Schedule (Security Management); and
  - (c) all Subcontractors have complied with the requirements of this Schedule (Security Management) with which the Supplier is required to ensure they comply;
  - (d) the Supplier considers that its security and risk mitigation procedures remain effective.

## **7 ASSURANCE**

- 7.1 The Supplier must provide such information and documents as the Buyer may request in order to demonstrate the Supplier's and any Subcontractors' compliance with this Schedule (*Security Management*).
- 7.2 The Supplier must provide that information and those documents:
- (a) within 10 Working Days of a request by the Buyer;
  - (b) except in the case of original document, in the format and with the content and information required by the Buyer; and
  - (c) in the case of original document, as a full, unedited and unredacted copy.

## **8 USE OF SUBCONTRACTORS AND THIRD PARTIES**

- 8.1 The Supplier must ensure that Subcontractors and any other third parties that store, have access to or Process Government Data comply with the requirements of this Schedule (*Security Management*).

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**(F) PART TWO: ADDITIONAL REQUIREMENTS**

**9 SECURITY TESTING**

9.1 The Supplier must:

- (a) before Processing Government Data;
- (b) at least once during each Contract Year; and
- f.1 undertake the following activities:
  - (c) conduct security testing of the Supplier System (an **"IT Health Check"**) in accordance with Paragraph 9.2; and
  - (d) implement any findings, and remedy any vulnerabilities identified by the IT Health Check in accordance with Paragraph 9.3.

9.2 In arranging an IT Health Check, the Supplier must:

- (a) use only a CHECK Service Provider or CREST Service Provider to perform the IT Health Check;
- (b) design and plan for the IT Health Check so as to minimise the impact of the IT Health Check on the Supplier System and the delivery of the Services;
- (c) ensure that the scope of the IT Health Check encompasses the components of the Supplier System used to access, store, Process or manage Government Data; and
- (d) ensure that the IT Health Check provides for effective penetration testing of the Supplier System.

9.3 The Supplier treat any vulnerabilities as follows:

- (a) the Supplier must remedy any vulnerabilities classified as critical in the IT Health Check report:
  - (i) if it is technically feasible to do so, within 5 Working Days of becoming aware of the vulnerability and its classification; or
  - (ii) if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 9.3(a)(i), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;
- (b) the Supplier must remedy any vulnerabilities classified as high in the IT Health Check report:

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- (i) if it is technically feasible to do so, within 1 month of becoming aware of the vulnerability and its classification; or
  - (ii) if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 9.3(b)(i), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;
  - (c) the Supplier must remedy any vulnerabilities classified as medium in the IT Heath Check report:
    - (i) if it is technically feasible to do so, within 3 months of becoming aware of the vulnerability and its classification; or
    - (ii) if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 9.3(c)(i), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;
  - (d) where it is not technically feasible to remedy the vulnerability, the Supplier must implement appropriate technical and organisational measures to mitigate the risk posed by the vulnerability.

## **10 CLOUD SECURITY PRINCIPLES**

- 10.1 The Supplier must ensure that the Supplier Solution complies with the Cloud Security Principles.
- 10.2 The Supplier must assess the Supplier Solution against the Cloud Security Principles to assure itself that it complies with Paragraph 10.1:
  - (a) before Processing Government Data;
  - (b) at least once each Contract Year; and
  - (c) when required by the Buyer.
- 10.3 The Supplier must:
  - (a) keep records of any assessment that it makes under Paragraph 10.2; and
  - (b) provide copies of those records to the Buyer within 10 Working Days of any request by the Buyer.

## **11 INFORMATION ABOUT SUBCONTRACTORS, SITES, THIRD PARTY TOOLS AND THIRD PARTIES**

- 11.1 The Supplier must keep the following records:

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- (a) for Subcontractors or third parties that store, have access to or Process Government Data:
- (i) the Subcontractor or third party's name:
    - (A) legal name;
    - (B) trading name (if any); and
    - (C) registration details (where the Subcontractor is not an individual), including:
      - (1) country of registration;
      - (2) registration number (if applicable); and
      - (3) registered address;
  - (ii) the Relevant Certifications held by the Subcontractor or third party;
  - (iii) the Sites used by the Subcontractor or third party;
  - (iv) the Services provided or activities undertaken by the Subcontractor or third party;
  - (v) the access the Subcontractor or third party has to the Supplier System;
  - (vi) the Government Data Processed by the Subcontractor or third party; and
  - (vii) the measures the Subcontractor or third party has in place to comply with the requirements of this Schedule [ ♦ ] (*Security Management*);
- (b) for Sites from or at which Government Data is accessed or Processed:
- (i) the location of the Site;
  - (ii) the operator of the Site, including the operator's:
    - (A) legal name;
    - (B) trading name (if any); and
    - (C) registration details (where the Subcontractor is not an individual);
  - (iii) the Relevant Certifications that apply to the Site;
  - (iv) the Government Data stored at, or Processed from, the site; and

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- (c) for Third Party Tools:
  - (i) the name of the Third-Party Tool;
  - (ii) the nature of the activity or operation performed by the Third-Party Tool on the Government Data; and
  - (iii) in respect of the entity providing the Third-Party Tool, its:
    - (A) full legal name;
    - (B) trading name (if any)
    - (C) country of registration;
    - (D) registration number (if applicable); and
    - (E) registered address.

11.2 The Supplier must update the records it keeps in accordance with Paragraph 11.1:

- (a) at least four times each Contract Year;
- (b) whenever a Subcontractor, third party that accesses or Processes Government Data, Third Party Tool or Site changes; or
- (c) whenever required to go so by the Buyer.

11.3 The Supplier must provide copies of the records it keeps in accordance with Paragraph 11.1 to the Buyer within 10 Working Days of any request by the Buyer.

## 12 **ENCRYPTION**

12.1 The Supplier must, and must ensure that all Subcontractors, encrypt Government Data:

- (a) when stored at any time when no operation is being performed on it, including when stored on any portable storage media; and
- (b) when transmitted.

## 13 **PROTECTIVE MONITORING SYSTEM**

13.1 The Supplier must, and must ensure that Subcontractors, implement an effective system of monitoring and reports, analysing access to and use of the Supplier System and the Government Data to:

- (a) identify and prevent any potential Breach of Security;

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- (b) respond effectively and in a timely manner to any Breach of Security that does;
  - (c) identify and implement changes to the Supplier System to prevent future any Breach of Security; and
  - (d) help detect and prevent any potential criminal offence relating to fraud, bribery or corruption using the Supplier System,
- f.2 (the “**Protective Monitoring System**”).

13.2 The Protective Monitoring System must provide for:

- (a) event logs and audit records of access to the Supplier System; and
- (b) regular reports and alerts to identify:
  - (i) changing access trends;
  - (ii) unusual usage patterns; or
  - (iii) the access of greater than usual volumes of Government Data; and
- (c) the detection and prevention of any attack on the Supplier System using common cyber-attack techniques.

## 14 **PATCHING**

14.1 The Supplier must, and must ensure that Subcontractors, treat any public releases of patches for vulnerabilities as follows:

- (a) the Supplier must patch any vulnerabilities classified as “critical”:
  - (i) if it is technically feasible to do so, within 5 Working Days of the public release; or
  - (ii) if it is technical feasible to patch the vulnerability but not technically feasible to do so as required by Paragraph 14.1(a)(i), then as soon as reasonably practicable after the public release;
- (b) the Supplier must patch any vulnerabilities classified as “important”:
  - (i) if it is technically feasible to do so, within 1 month of the public release; or
  - (ii) if it is technical feasible to patch the vulnerability but not technically feasible to do so as required by Paragraph 14.1(b)(i), then as soon as reasonably practicable after the public release;

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- (c) the Supplier must remedy any vulnerabilities classified as “other” in the public release:
  - (i) if it is technically feasible to do so, within 2 months of the public release; or
  - (ii) if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 14.1(c)(i), then as soon as reasonably practicable after the public release;
- (d) where it is not technically feasible to patch the vulnerability, the Supplier must implement appropriate technical and organisational measures to mitigate the risk posed by the vulnerability.

## **15 MALWARE PROTECTION**

15.1 The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier System.

15.2 The Supplier must ensure that such Anti-virus Software:

- (a) prevents the installation of the most common forms of Malicious Software in the Supplier System;
- (b) performs regular scans of the Supplier System to check for Malicious Software; and
- (c) where Malicious Software has been introduced into the Supplier System, so far as practicable
  - (i) prevents the harmful effects from the Malicious Software; and
  - (ii) removes the Malicious Software from the Supplier System.

## **16 END-USER DEVICES**

16.1 The Supplier must, and must ensure that all Subcontractors, manage all End-user Devices on which Government Data is stored or processed in accordance with the following requirements:

- (a) the operating system and any applications that store, process or have access to Government Data must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;
- (b) users must authenticate before gaining access;
- (c) all Government Data must be encrypted using a suitable encryption tool;

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- (d) the End-user Device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the End-user Device is inactive;
  - (e) the End-User Device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Government Data to ensure the security of that Government Data;
  - (f) the Supplier or Subcontractor, as applicable, can, without physical access to the End-user Device, remove or make inaccessible all Government Data stored on the device and prevent any user or group of users from accessing the device;
  - (g) all End-user Devices are within the scope of any required Certification.
- 16.2 The Supplier must comply, and ensure that all Subcontractors comply, with the recommendations in NCSC Device Guidance as if those recommendations were incorporated as specific obligations under this Agreement.

## **17 VULNERABILITY SCANNING**

- 17.1 The Supplier must:
- (a) scan the Supplier System at least once every month to identify any unpatched vulnerabilities; and
  - (b) if the scan identifies any unpatched vulnerabilities, ensure they are patched in accordance with Paragraph 14.

## **18 ACCESS CONTROL**

- 18.1 The Supplier must, and must ensure that all Subcontractors:
- (a) identify and authenticate all persons who access the Supplier System before they do so;
  - (b) require multi-factor authentication for all user accounts that have access to Government Data or that are Privileged Users;
  - (c) allow access only to those parts of the Supplier System and Sites that those persons require;
  - (d) maintain records detailing each person's access to the Supplier System.
- 18.2 The Supplier must ensure, and must ensure that all Subcontractors ensure, that the user accounts for Privileged Users of the Supplier Information Management System:
- (a) are allocated to a single, individual user;

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- (b) are accessible only from dedicated End-user Devices;
- (c) are configured so that those accounts can only be used for system administration tasks;
- (d) require passwords with high complexity that are changed regularly;
- (e) automatically log the user out of the Supplier System after a period of time that is proportionate to the risk environment during which the account is inactive; and
- (f) are:
  - (i) restricted to a single role or small number of roles;
  - (ii) time limited; and
  - (iii) restrict the Privileged User's access to the internet.

## **19 RETURN AND DELETION OF GOVERNMENT DATA**

19.1 When requested to do so by the Buyer, the Supplier must, and must ensure that all Subcontractors:

- (a) securely erase any or all Government Data held by the Supplier or Subcontractor using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted; or
- (b) provide the Buyer with copies of any or all Government Data held by the Supplier or Subcontractor using the method specified by the Buyer.

## **20 PHYSICAL SECURITY**

20.1 The Supplier must, and must ensure that Subcontractors, store the Government Data on servers housed in physically secure locations.

## **21 BREACH OF SECURITY**

21.1 If the Supplier becomes aware of a Breach of Security that impacts or has the potential to impact the Government Data, it shall:

- (a) notify the Buyer as soon as reasonably practicable after becoming aware of the breach, and in any event within [24] hours.
- (b) provide such assistance to the Buyer as the Buyer requires until the Breach of Security and any impacts or potential impacts on the Buyer are resolved to the Buyer's satisfaction.

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- (c) where the Law requires the Buyer to report a Breach of Security to the appropriate regulator provide such information and other input as the Buyer requires within the timescales specified by the Buyer.

## **22 SECURITY MANAGEMENT PLAN**

- 22.1 This Paragraph 22 applies only where the Buyer has selected this option in paragraph 1.3.

### *Preparation of Security Management Plan*

- 22.2 The Supplier shall document in the Security Management Plan how the Supplier and its Sub-contractors shall comply with the requirements set out in this Schedule (*Security Management*) and the Agreement in order to ensure the security of the Supplier solution and the Buyer data.
- 22.3 The Supplier shall prepare and submit to the Buyer within 30 Working Days of the date of this Agreement, the Security Management Plan, which must include a description of how all the options selected in this schedule are being met along with evidence of the required certifications for the Supplier and any Subcontractors specified in Paragraph 3.

### *Approval of Security Management Plan*

- 22.4 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and must issue the Supplier with either:
- (a) an information security approval statement, which shall confirm that the Supplier may operate the service and process Buyer data; or
  - (b) a rejection notice, which shall set out the Buyer's reasons for rejecting the Security Management Plan.

- 22.5 If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier must prepare a revised Security Management Plan taking the Buyer's reasons into account, which the Supplier must submit to the Buyer for review within 10 Working Days of the date of the rejection, or such other period agreed with the Buyer.

- 22.6 The rejection by the Buyer of a revised Security Management Plan is a material Default of this Agreement.

### *Updating Security Management Plan*

- 22.7 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.

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*Monitoring*

22.8 The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:

- (a) a significant change to the components or architecture of the Supplier Information Management System;
- (b) a new risk to the components or architecture of the Supplier Information Management System;
- (c) a vulnerability to the components or architecture of the Supplier Information Management System using an industry standard vulnerability scoring mechanism;
- (d) a change in the threat profile;
- (e) a significant change to any risk component;
- (f) a significant change in the quantity of Personal Data held within the Service;
- (g) a proposal to change any of the Sites from which any part of the Services is provided; and/or
- (h) an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.

22.9 Within 10 Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Security Management Plan and submit the updated Security Management Plan to the Buyer for review and approval.

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ANNEX 7 – CHANGE CONTROL FORMS

CHANGE CONTROL NOTICE (CCN)			
Contract Title:	Contract for the Provision of <b>Insert title of requirement</b> (The Contract)		
Contract Reference:		Contract Change Number:	
Date CCN issued:		Date Change Effective from:	
<p><b>Between:</b> The <b>Insert Name of Contracting Authority</b> (The Customer) and <b>Insert name of Supplier</b> (The Supplier)</p> <p>1. The Contract is varied as follows:</p> <p>1.1. <b>Insert details of changes to the original contract.</b></p> <p>2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.</p> <p>3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.</p>			
<div></div> Print Name and Job Title		<div></div> Date	<div></div> Change authorised to proceed by: (Customer's representative):  Signature
Authorised for and on behalf of the Supplier:	<div></div> Signature	<div></div> Print Name and Job Title	<div></div> Date

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Authorised for and on  
behalf of the  
Customer:

Signature

Print Name and Job Title

Date

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## ANNEX 8 – PERFORMANCE MONITORING SCHEDULE

### 1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 1.2.3 details of any Critical Service Level Failures;
  - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
  - 1.2.5 such other details as the Customer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Customer shall reasonably require;
  - 1.3.2 be attended by the Supplier's Representative and the Customer's Representative; and
  - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting.

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- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Customer such documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service Period.

## **2. Satisfaction Surveys**

The Customer may undertake satisfaction surveys in respect of the Supplier provision of the Services. The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Goods or Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

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