



Crown
Commercial
Service

HER MAJESTY'S TREASURY

- and -

KORN FERRY HAY GROUP LIMITED

ANNEXES

relating to

HMT GRADUATE DEVELOPMENT PROGRAMME – LOT 1

CCZP16A29

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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 Award Letter;
“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 the receiving Party to be confidential;
“Critical Service Level Failure”	means any instance of critical service level failure specified in Annex 2 to Part A of Schedule 1 (Service Levels, Service Credits and Performance Monitoring);
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“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;
“Performance Monitoring”	has the meaning given to it in paragraph 9.1 of Part B of Schedule 1 (Service Levels, Service Credits and Performance Monitoring);

Reports”

“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;

“Prohibited Act” means any of the following:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Contracting Authority or other Contracting Authority or any other public body a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- c) committing any offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act)
 - ii) under legislation or common law concerning fraudulent acts; or
 - iii) defrauding, attempting to defraud or conspiring to defraud the Customer; or

any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

“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);

“Service Credit Cap” (a) in the period of 12 months from the Start Date, 20% of the Charges; and
(b) during the remainder of the Term, 20% of the Charges paid and/or due to be paid to the Supplier under this Agreement in the period of 12 months immediately preceding the period in respect of which Service Credits are accrued;

“Service Credits” means any Service Credits specified in Annex 1 to Part A of Schedule 1 (Service Levels, Service Credits and Performance Monitoring) being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;

“Service Level” means the level of credits to be applied as detailed in Schedule 1

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Credits”

“Service Level Failure”	means a failure to meet the Service Level Threshold in respect of a Service Level Performance Criterion;
“Service Level Threshold”	shall be as set out against the relevant Service Level Performance Criteria in Annex 1 of Part A of Schedule 1 (Service Levels, Service Credits and Performance Monitoring);
“Service Levels”	means any service levels applicable to the provision of the Services under this Contract specified in Schedule 1 (Service Levels, Service Credits and Performance Monitoring);
“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 the Award Letter;
“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
“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;
 - 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 the Start Date and shall expire on 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(s) of up to 24 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 the Award Letter 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

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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.
- 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 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 Authority 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,

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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.

- 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.
- 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.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement vests with 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).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property 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
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) 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, 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.

- 9.4 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.

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;
- (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
- 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

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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 the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

- 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 125% of the Charges paid or payable to

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the Supplier; and

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

15.1 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 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

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- 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.
- 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 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 authority, 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

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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 authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to 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 SERVICE LEVELS AND CREDITS

- 22.1 This Clause 22 shall apply where the Customer has specified Service Levels and Service Credits in the Agreement. Where the Customer has specified Service Levels but not Service Credits, only sub-clauses 22.2, 22.3 and 22.7 shall apply.
- 22.2 When this Clause 22.2 applies, the Parties shall also comply with the provisions of Annex 1 to Part A (Service Levels and Service Credits) of Schedule 1 (Service Levels, Service Credits and Performance Monitoring).
- 22.3 The Supplier shall at all times during the Agreement Term provide the Services to meet or exceed the Service Level Performance Measure for each Service Level Performance Criterion.
- 22.4 The Supplier acknowledges that any Service Level Failure may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in Part A of Schedule 1 (Service Levels, Service Credits and Performance Monitoring) including the right to any Service Credits.
- 22.5 The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the loss that may be suffered by the Customer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 22.6 A Service Credit shall be the Customer's exclusive financial remedy for a Service Level Failure except where:
- 22.6.1 the Supplier has over the previous (twelve) 12 Month period accrued Service Credits in excess of the Service Credit Cap;
- 22.6.2 the Service Level Failure:
- 22.6.2.1 exceeds the relevant Service Level Threshold;
- 22.6.2.2 has arisen due to a Prohibited Act or wilful Default by the Supplier or any Supplier Personnel; and
- 22.6.2.3 results in:
- (a) the corruption or loss of any Customer Data (in which case the remedies under Clause 13 (Protection of Personal Data and Security of Data) shall also be available); and/or
- (b) the Customer being required to make a compensation payment to one or more third parties; and/or
- 22.6.3 the Customer is otherwise entitled to or does terminate this Agreement pursuant to Clause 16 (Termination).

23 CRITICAL SERVICE FAILURE

- 23.1 This Clause 23 shall apply if the Customer specified both Service Credits and Critical Service Level Failure in the Contract.
- 23.2 On the occurrence of a Critical Service Level Failure:
- 23.2.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 23.2.1.2 the Customer shall (subject to the Liability cap set out in Clause 14 (Liability)) be entitled to withhold and retain as compensation for the Critical Service Level Failure a sum equal to any Agreement Charges which would

otherwise have been due to the Supplier in respect of that Service Period
(**"Compensation for Critical Service Level Failure"**),

provided that the operation of this Clause 23.2 shall be without prejudice to the right of the Customer to terminate this Agreement and/or to claim damages from the Supplier for material default as a result of such Critical Service Level Failure.

23.3 The Supplier:

23.3.1.1 agrees that the application of Clause 23.2 is commercially justifiable where a Critical Service Level Failure occurs; and

23.3.1.2 acknowledges that it has taken legal advice on the application of Clause 23.2 and has had the opportunity to price for that risk when calculating the Agreement Charges.

24 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.

SCHEDULE 1: SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

1. SCOPE

1.1 This Schedule 1 (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels which the Supplier is required to achieve when providing the Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Services will be monitored.

1.2 This Schedule comprises:

1.2.1 Part A: Service Levels and Service Credits;

1.2.2 Annex 1 to Part A: Service Levels and Service Credits Table; and

1.2.3 Part B: Performance Monitoring.

PART A: SERVICE LEVELS AND SERVICE CREDITS

1. GENERAL PROVISIONS

- 1.1 The Supplier shall provide a proactive Agreement manager to ensure that all Service Levels in this Agreement are achieved to the highest standard throughout the Term.
- 1.2 The Supplier shall provide a managed service through the provision of a dedicated Agreement manager where required on matters relating to:
 - 1.2.1 Supply performance;
 - 1.2.2 Quality of Services;
 - 1.2.3 Customer support;
 - 1.2.4 Complaints handling; and
 - 1.2.5 Accurate and timely invoices.
- 1.3 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in the table in Annex 1 to this Part A of this Schedule will result in Service Credits being issued to Customers.

2. PRINCIPAL POINTS

- 2.1 The objectives of the Service Levels and Service Credits are to:
 - 2.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
 - 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
 - 2.1.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

3. SERVICE LEVELS

- 3.1 Annex 1 to this Part A of this Schedule sets out the Service Levels the performance of which the Parties have agreed to measure.
- 3.2 The Supplier shall monitor its performance of this Agreement by reference to the relevant performance criteria for achieving the Service Levels shown in Annex 1 to this Part A of this Schedule (the "**Service Level Performance Criteria**") and shall send the Customer a report detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 3.3 The Supplier shall, at all times, provide the Services in such a manner that the Service Levels Performance Measures are achieved.
- 3.4 If the level of performance of the Supplier of any element of the provision by it of the Services during the Agreement Term:
 - 3.4.1 is likely to or fails to meet any Service Level Performance Measure or

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- 3.4.2 is likely to cause or causes a Critical Service Level Failure to occur,
- 3.4.3 the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under Clause 23 of this Agreement (Service Levels and Credits), may:
- (a) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
 - (b) if the action taken under paragraph (a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with an agreed rectification plan; or
 - (c) if a Service Level Failure has occurred, deduct from the Agreement Charges the applicable Service Level Credits payable by the Supplier to the Customer in accordance with the calculation formula set out in Annex 1 of this Part A of this Schedule; or
 - (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 23 of this Agreement (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in Clause 16.2 of this Agreement in relation to material breach).

3.5 Approval and implementation by the Customer of any rectification plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

4. SERVICE CREDITS

4.1 Service Credits are set out in the table at Annex 1 to Part A.

5. NATURE OF SERVICE CREDITS

NOT USED

6. SERVICE CREDIT CAP

6.1 As per the definition set out in this Contract.

NOT USED

ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold	Service Credit
1. Refresh and delivery of each of the programme's four modules to the time agreed within the programme schedule	<ul style="list-style-type: none"> • Delivery of each module on time, • Refresh of module content which includes engagement with the Customer 3 months before each cohort commences • Issuance of end of module assessments including collecting responses and reporting back to the Authority 	Customer is engaged no less than 3 months before programme cycle to being refresh work 100% successful delivery of each module	1 percentage point reduction in the payment for each working day over the deadline. Capped at 10% of the total amount payable for said module value.
2. Design and deliver the evaluation of the programme through reporting at agreed points within the programme schedule as per Appendix B (Statement of Requirements) para 4.2.10	Issuance, collection and reporting of participant evaluation reports	100% successful delivery of evaluation reports	1 percentage point reduction in payment for each working day over the deadline for each agreed evaluation collection point for scenario builds. Individually capped at 10%

PART B: PERFORMANCE MONITORING

7. PRINCIPAL POINTS

- 7.1 Part B to this Schedule provides the methodology for monitoring the provision of the Services:
- 7.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 7.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services ("**Performance Monitoring System**").
- 7.2 Within twenty (20) Working Days of the Agreement Commencement 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.

8. REPORTING OF SERVICE FAILURES

- 8.1 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in paragraph 7.1.2 of Part B of this Schedule above.

9. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 9.1 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 7.2 of Part B of this Schedule above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 9.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 9.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 9.1.3 any Critical Service Level Failures and details in relation thereto;
 - 9.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 9.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 9.1.6 such other details as the Customer may reasonably require from time to time.
- 9.2 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**performance review meetings**") on a monthly basis (unless otherwise agreed). 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 (unless otherwise agreed):

- 9.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
 - 9.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;
 - 9.2.3 be attended by the Supplier's Representative and the Customer's Representative; and
 - 9.2.4 be fully minuted by the Supplier. The prepared 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. 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.
- 9.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 9.4 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

10. SATISFACTION SURVEYS

- 10.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Services.
- 10.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Agreement.
- 10.3 All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 18 of this Agreement (Continuous Improvement).

SCHEDULE TWO: COLLABORATIVE WORKING PRINCIPLES FOR THE CONTRACT

1. PURPOSE OF COLLABORATION

1.1 The purpose of this Schedule is to:

- (i) document how the Supplier will collaborate and co-operate with the other suppliers in providing learning and development services to the Customer;
- (ii) promote collaboration and co-operation among the collaborating suppliers and the Customer, to enable and facilitate:
 - (A) the achievement of the contract delivery; and
 - (B) delivery by each of the collaborating suppliers of learning and development services in accordance with the terms of their respective contracts.

1.2 The Supplier shall collaborate with the other suppliers and with the Customer to:

- (i) ensure the smooth and effective delivery of an end-to-end service to the Customer;
- (ii) ensure continuity of services in respect of collaborating suppliers' obligations under their respective contracts;
- (iii) deliver continuous improvement of, and better value for money from the end-to-end service; and
- (iv) minimise any disruption as a result of the learning and development programme or otherwise.

1.3 The Supplier shall individually, and collectively with other suppliers, work to ensure that the Services shall deliver, and not conflict with, the customer's contract delivery.

2. REQUIRED BEHAVIOURS

2.1 In order to ensure the effective delivery of the customer contract delivery the Supplier shall, and shall procure that its relevant personnel and sub-contractors shall (where it is necessary and/or desirable to do so), demonstrate the following behaviours in working with the other suppliers:

- (i) **Collaborative intention:** the Supplier shall maintain a genuine non-defensive presence and make a commitment to mutual success in its relationships with the customer and the other suppliers;
- (ii) **Openness:** the Supplier shall commit to both telling the truth and listening to the truth, and to contributing to a culture of openness that allows all the collaborating suppliers and the Customer to feel safe enough to discuss concerns, resolve incidents, solve problems and deal directly with difficult issues;
- (iii) **Self accountability:** the Supplier shall take responsibility for its circumstances and the choices it makes either through its action or failing to act as well as the intended and unforeseen consequences of these actions. The Supplier shall focus on the solution to an incident, problem or issue rather than seeking to blame the Customer or any of the other suppliers;

- (iv) **Self-awareness and awareness of others:** the Supplier shall commit to understanding its own organisation and issues within its own organisation as well as understanding concerns, intentions and motivations of the Customer and the other suppliers as well as the culture and context of the Customer and the other suppliers' circumstances; and
- (v) **Problem solving and negotiating:** the Supplier shall use problem-solving methods that promote a co-operative atmosphere and avoid fostering covert, overt, conscious or unconscious enmity, conflicts or point-scoring.

3. COLLABORATION OBLIGATIONS

- 3.1 The Supplier shall, and shall procure that its relevant personnel and Sub-contractors shall (where it is necessary and/or desirable to do so), co-operate fully with each of the other suppliers and with the Customer and provide such co-operation, support, assistance and information to each of the other suppliers and to the Customer as is necessary in order to:
- (i) ensure the orderly provision of a seamless end-to-end service to the Customer in accordance with all policies and procedures and technical interface standards that are specified by the Supplier (in accordance with any delegated Customer given to them by the Customer) and by the Customer as such may be amended or replaced from time to time as agreed between the parties;
 - (ii) avoid hindering the provision of learning and development services to the Customer under the contracts by any of the other suppliers;
 - (iii) facilitate the delivery of the learning and development services by the other Suppliers in accordance with the terms of their respective contract;
 - (iv) avoid any unnecessary duplication of effort;
 - (v) avoid undue disturbance to the Customer; and
 - (vi) undertake all such tasks and activities as may be necessary to integrate the Supplier's systems and the services with all other relevant systems and services of other suppliers under this agreement.
- 3.2 The Supplier's obligations set out under paragraph 4.1 shall include, but not be limited to ;
- (i) working with other suppliers in good faith to ensure integration and interfacing where services are subject to inter-party dependencies, including identifying inter-party dependencies, establishing protocols for ways of working;
 - (ii) assisting with quality assurance analysis to be undertaken by the Customer, the Supplier or any of the other suppliers;
 - (iii) providing prompt access to any of its resources, systems, software and materials that may be reasonably required by the other suppliers and the relevant members of their groups to enable them to provide learning and development services to the Customer in accordance

with the terms of their respective contracts, and to deal with security and/or compliance issues, assessments and actions;

- (iv) promptly providing other suppliers and the relevant members of their groups with all relevant information that may be reasonably required by the other suppliers to provide learning and development services to the Customer in accordance with the terms of their respective contracts;
- (v) promptly escalating any issues, incidents or perceived problems; and
- (vi) where the Supplier anticipates or discovers a potential or actual non-compliance with its obligations under this agreement, and it is aware that such non-compliance may have an impact on the performance of learning and development services to the Customer by any of the other suppliers, notifying such other supplier and the Customer as soon as reasonably practicable.

4. PRINCIPLES OF CO-OPERATION

4.1 The Supplier shall, and shall procure that its relevant personnel and sub-contractors shall (where it is necessary and/or desirable to do so), provide co-operation, support, information and assistance (as required under Paragraphs 3.1 and 3.2) in accordance with the following principles;

- (i) the principle that each collaborating supplier shall provide its co-operation, support, information and assistance in a proactive, transparent and open way and in a spirit of trust and mutual confidence;
- (ii) the principle of "fix first, discuss later", requiring that each collaborating supplier shall concentrate on solving an incident or problem as expeditiously and cost-effectively as possible and leave any disputes as to which collaborating supplier is responsible, which collaborating supplier should bear the cost of fixing the incident or problem and any associated legal issues until resolution of the relevant incident or problem;
- (iii) the principle that co-operative behaviour and overall cost efficiency should be promoted. Accordingly, this principle means that collaborating suppliers shall in good faith:
 - (A) take the cost impact of its choice on the other collaborating suppliers into consideration when making such choice; and
 - (B) refrain from knowingly choosing an option which would significantly and without justification increase the costs of any of the other collaborating suppliers or of the Customer and;
- (iv) the principle that, in setting up cross-supplier teams for delivery of projects and/or services for the Customer, the Collaborating Suppliers shall work on a matrix system and choose the best resource for each role rather than duplicating roles for more than one Collaborating Supplier.

5. PERFORMANCE MANAGEMENT

- 5.1 The Supplier's demonstration of the Required Behaviours (set out in Paragraph 3 above), its performance of the Collaboration Obligations (set out in Paragraph 4 above) and its compliance with the Principles of Co-operation (set out in Paragraph 5 above) will be measured in accordance with the performance management scheme.

6. COLLABORATION CHARGES

- 6.1 The Supplier acknowledges that the charges will be its sole remuneration for the performance of its collaboration obligations under this schedule, and that neither it nor any of its personnel will vis-à-vis the Customer be entitled to any fees or any other remuneration for the performance of its obligations under this schedule.
- 6.2 The Supplier acknowledges that neither it, nor any of its personnel will vis-à-vis the other suppliers or their personnel, be entitled to any fees or any other remuneration for the performance of its obligations under this schedule, except if otherwise agreed between the relevant suppliers.

ANNEX 2 – PRICE SCHEDULE

1. SUPPLIER'S PRICE RESPONSE

REDACTED

**2. AUTHORITY'S TOTAL MAXIMUM CONTRACT PRICE
REDACTED**

ANNEX 3 – STATEMENT OF REQUIREMENT

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1. PURPOSE

- 1.1 To co-design, programme manage and facilitate the Authority's flagship graduate development programme. This 10-month programme runs twice a year for new Range D (Civil Service Higher Executive Officer/Senior Executive Officer grades equivalent) policy advisors, who join the Authority in April and September. The Authority is seeking new suppliers to deliver this programme from September 2017.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Authority is the Government's economic and finance ministry, maintaining control over public spending, setting the direction of the UK's economic policy and working to achieve strong and sustainable economic growth. The Authority aims to be a high performing organisation, able to work effectively with its many stakeholders.
- 2.2 The Authority's vision is for every member of staff to play a full, productive and valued role in ensuring it operates as a high-performing organisation, in an environment that fully reflects its values and is a rewarding, and supporting place to work, with a wide diversity of backgrounds, styles, and working patterns.
- 2.3 The Authority recruits c.70-80 new graduates at Range D level on an annual basis. They are recruited on the basis of their intellectual and analytical abilities, tested through a robust multiple-stage graduate recruitment process. The majority of the Range Ds recruited in this method are new to the Civil Service and have recently completed undergraduate or postgraduate qualifications. Some may join via the graduate recruitment method, but come from elsewhere in the public or private sector.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

Programme development and objectives

- 3.1 This is the Authority's flagship entry level programme for new policy advisors, recruited through the Authority's Graduate Recruitment Scheme. The programme was first introduced in September 2015 as part of the Authority's change programme, 'Building a Great Treasury'. The graduate programme is a step change in the training offer to new policy advisors and is sponsored by members of the Authority's senior civil service (SCS) including the Head of Policy Profession.
- 3.2 The programme provides a consistent learning framework for all graduate policy advisors, including graduates recruited to the Authority via the Government Economic Service, to acquire the core set of skills required for the policy profession. The programme is structured around the central policy profession principles, and the Authority's specific framework for policy knowledge and skills (the 'Policy Professionalism Framework'). The Authority is currently developing a complementary policy leadership programme for new Range E's (Civil Service Grade 7 equivalents) to support the transition for policy professionals, which build on the foundations of this programme.
- 3.3 The programme's objectives are to:
- 3.3.1 Provide an integrated and coherent learning pathway to support the length of the Range D's first post (18 months) and beyond, into their second post (at 18 to 36 months); and to ensure the learning journey is positive, engaging, enriching and enjoyable.

- 3.3.2 Utilise a range of learning interventions that build on each other, in modular format. These interventions should become embedded, reflect the Authority's core values (challenging, appreciative, collaborative and open) and be applied in the work environment.
- 3.3.3 Put all aspects of the learning into the Authority's context, through real life examples and experiences demonstrated via case studies, activities, and expert colleagues.
- 3.3.4 Build in appropriate assessment and feedback mechanisms throughout the programme, to demonstrate application of the programme's learning, and standards against the Authority's core values, and policy principles, have been met.

Programme content and delivery format

- 3.4 The formal training elements of the programme comprise of four learning modules, spaced out over 10 months. These modules are delivered through case studies, e-learning, desk-learning, seminars and group work. The modules are designed to build on each other, together forming a coherent programme. After 18 months, the Range Ds rotate into a second post, intended to build on their strengths and development areas identified throughout the programme. The rotation for the programme's first cohort from September 2015 is due to take place by Spring 2017.
- 3.5 The Authority has worked with existing suppliers to co-design, and in certain modules, co-deliver the learning. Each session within the four modules of the programme has a lead sponsor and working level contact from within the Authority. They are responsible for structuring the design of the session with the lead supplier, providing the Authority's context of that session to ensure the quality of learning is appropriate, challenging, and relevant.
- 3.6 The Authority has run three cycles of the programme to date, with two further cohorts due to start in 2017. Annex A provides an overview of the current delivery format of the programme. The programme's modules are split into:
 - 3.6.1 **Module 1 – 'Getting ready for work at the Treasury'**: this is the introductory module that takes place over 13 days (2.5 weeks) that predominantly focuses on an introduction to government, ministers and the civil service; before focusing on the policy principles and application of economics in government. This module also introduces personal impact awareness, building relationships with stakeholders, and methods of effective communication.
 - 3.6.2 **Modules 2 to 4 – 'Building skills and expertise'**: these modules are delivered between months 3 to 10 of the programme and usually each take place over 3-4 days. These modules focus on the Authority's core business areas (including public spending, tax and growth and productivity), further application of economics in government; introduction of a diagnostic tool to identify behavioural preferences, and the development of negotiation and oral communication skills.

- 3.7 The graduate development programme has led to a marked improvement to the quality of training provided to new Range Ds. 81% of the programme's first Range D cohort rated the effectiveness of their induction as 'excellent' or 'good', compared to 62% of Range Ds who were not enrolled on the programme. The programme has also supported their development by providing them with the tools to excel as any Range D in the department - 80% of the first cohort were confident they would be successful in their role, and reported high satisfaction levels of their overall induction experience. The Authority would expect the programme to maintain this level of engagement and success to date.
- 3.8 The programme content is refreshed on a regular basis ahead of delivery of each cycle, to take into account developments within the Authority's business, feedback from participants and senior management, and other relevant factors. The Authority is also looking for new ideas, and new content, to add into the existing module format, following a review of running three cycles to date. These are set out in more detail in para 4.
- 3.9 To ensure this is achievable, the successful Supplier will need to gain credibility with the programme's participants from the outset, as well as the Authority's senior sponsors and working level contacts, to ensure the quality of the programme content is intellectually engaging and suitably pitched for this group of high calibre Range Ds.
- 3.10 The Lots the Authority is seeking bids for are:
- Lot 1:** End to end management and co-design of the full programme from modules 1 to 4; and the design, delivery/facilitation of behavioural and coaching elements which include stakeholder management, effective communication and negotiation skills – tailored specifically to the Authority.
- Lot 2:** Co-design and delivery/facilitation of the policy making process elements in module 1, to focus on policy analysis, approaches to policy making, implementation, communication and delivery – tailored specifically to the Authority.
- 3.11 The programme relies on personnel with expertise in policy making and behavioural and coaching techniques. The Authority has therefore split the bid into two lots. A main Supplier (Lot 1) will be assigned to project manage the programme in the case of multiple Suppliers, to ensure consistency for the programme's learning objectives.
- 3.12 Any Potential Provider bidding for either Lot 1 or 2 may also bid for the other Lot, or not. Any Potential Provider bidding only for Lot 2 must be willing to work with a 3rd party Lot 1 Supplier, or vice-versa. Similarly, all Supplier(s) must be willing to work with other suppliers as appointed by the Authority to deliver the programme.

4. THE REQUIREMENT

Overall programme requirements

- 4.1 The Authority will expect the Supplier to:
- 4.1.1 Review the existing programme design and content, and develop new content where required, in collaboration with the Authority's senior sponsors and working level contacts. This will also involve conducting a thorough handover with the existing suppliers of the April 2017 programme.
 - 4.1.2 Review programme content in the lead up, delivery, and post-delivery, of each module and programme cycle (in particular, the policy learning), to ensure they continue to reflect the policy standards and core values of the Authority (challenging, appreciative, collaborative and open).
 - 4.1.3 Work in collaboration with other programme Suppliers as set out in Appendix C Schedule 2 in the event of multiple Suppliers, to ensure the programme delivers a seamless learning experience that reflects the above standards in para 4.1.2.
 - 4.1.4 Be available for regular on-site meetings in London, and to have sufficient resources to deliver the design work, particularly in preparation for Modules 1 and 2.

Requirements for Lot 1: Programme management and behavioural development

- 4.2 In addition to the overall programme requirements set out in Section 4.1, the Supplier for Lot 1 will specifically be required to:
- 4.2.1 Manage and oversee the delivery of modules 1 to 4 of the programme, including the development of all programme logistics e.g. pre-course materials, programme venue, session resources and all communications with participants across the length of the programme, for multiple cycles on an annual basis. These will take place before, during and after delivery of each module of the programme.
 - 4.2.2 Take ownership of the learning interventions across modules 1 to 4 to ensure they are designed appropriately to deliver a cohesive learning journey for the programme's participants. They must ensure the Authority's objectives are maintained throughout. This will involve working closely with the content of, and personnel from, a third party supplier delivering Lot 2.
 - 4.2.3 Manage a third party supplier delivering Lot 2, to resolve disputes or remedies in accordance to the Appendix C Schedules 1 and 2.
 - 4.2.4 Build in the Authority's core values (challenging, appreciative, collaborative, and open) to ensure they are reflected throughout the programme and underpin the design and delivery of all learning interventions across modules 1 to 4.
 - 4.2.5 Deploy personnel on the programme with the relevant expertise and qualifications to deliver technical and/or behavioural elements in an

engaging style, and the ability to flex training interventions to best match individual learner and organisation needs.

4.2.6 Review, design, deliver and facilitate the behavioural development sessions across modules 1 to 4. These sessions currently include:

- Developing and understanding learning styles;
- Behaviours and how to achieve success in the civil service;
- Developing personal awareness and impact;
- Understanding working styles and working effectively with others;
- Giving and receiving feedback; and
- Mapping personal development goals.

4.2.7 Design, deliver and facilitate two new softer skills sessions, currently delivered through off the shelf solutions, on:

- **Effective oral communication** – putting this into practice in the Authority’s environment; and
- **Negotiation and influencing skills** – particularly with stakeholders of relevance to the Authority.

The Authority requires the option for the Supplier to also deliver these sessions for the April 2017 intake programme in modules 3 and 4, which are expected to run in October 2017 and January 2018 (please refer to Annex B for cohort cycles).

4.2.8 Review, design, deliver and facilitate the ‘working with stakeholders’ session, to explore an array of tools and techniques for building relationships with a broad range of stakeholders; and why it matters to the Authority. This must be developed in conjunction with the negotiation and influencing skills session referenced above in para 4.2.7 and representatives from the Authority’s stakeholder management network.

4.2.9 Review, design, develop, implement and maintain the participant’s assessments throughout the programme, to measure the participant’s application of the learning provided on the programme, to their role. The current form of assessments include applied learning on the policy making and economics days, and multiple choice questions for the ‘knowledge’ sessions.

4.2.10 Review, build and undertake appropriate evaluation to measure the success of, and improvements to, the programme on a continuous basis. Specifically, how the programme impacts the individual’s development in their role, but also the Authority’s performance in meeting set objectives as outlined in para 3. This will involve suggestions to enhance the programme

as it continues to evolve. The evaluation points should be undertaken at the 1 month, 3 month and 12 month stages of the programme, for each cohort cycle. The evaluation format will be agreed with the Authority.

4.2.11 Work in collaboration with, and support, the Authority's HR team, senior sponsors and working level contacts, on learning design and delivery styles, to ensure that programme content is intellectually engaging, and relevant to the Authority's perspective.

4.3 Potential Providers are to note the Key Personnel clause 7.3 in Appendix C. Key Personnel put forward for managing Lot 1, shall remain available throughout the duration of the Contract to fulfil the Authority's requirements.

5. KEY MILESTONES

5.1 The Potential Provider bidding for **Lot 1** should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Kick off project meeting with the Authority's HR team to familiarise module content, the Authority's stakeholders, and delivery format. Agree and produce a delivery timetable, project milestones and risk mitigation strategy.	Within week 1 of Contract Award
2	Kick off introductory meetings with the Authority's senior sponsors and/or working level contacts for all modules, reviewing content design as required, but in particular for preparation of module 1.	Within week 2 of Contract Award
3	Handover underway with incumbent suppliers of April 2017 programme. Agree opportunities to shadow delivery of April 2017 module 1.	By early April 2017
4	Programme's module 1 content design fully underway, new content signed off by the Authority's governance board ready to be piloted (as agreed with the Authority). Design of module 3-4 sessions 'oral communications' and 'negotiating and influencing' underway, in preparation to pilot with April 2017 programme in October (then again in January).	By end April 2017
5	Quarterly review of programme management and delivery: <ul style="list-style-type: none"> Review progress for module 1 content of September 2017 programme; Implementation of assessment platform for module 1 content and methods for individual session evaluations (as required); and Review progress for module 3-4 sessions 'oral communications' and 'negotiating and influencing.' 	May/June 2017
6	Quarterly review of programme management and delivery:	August 2017

	<ul style="list-style-type: none"> • <i>Ensure module 1 content is finalised and ready for delivery; and</i> • <i>Ensure module 3-4 sessions 'oral communications' and 'negotiating and influencing' finalised and ready for piloting.</i> 	
7	<p>Delivery of module 1 of September 2017 programme.</p> <p>Potential pilot of module 3-4 sessions 'oral communications' and 'negotiating and influencing' with April 2017 programme.</p>	End-September to early October 2017
8	<p>Completion of module 1 evaluation and session assessments for policy and economics.</p> <p>Facilitate design discussion and briefing/training for the Authority's staff as required, in preparation for module 2 of September 2017 programme.</p> <p>Completion of individual session evaluations for module 3-4 sessions run for April 2017 programme.</p>	By November 2017
9	<p>Quarterly review of programme management and delivery:</p> <ul style="list-style-type: none"> • <i>Review of module 1 content, evaluation and feedback, review payment schedule in preparation for April 2018 programme;</i> • <i>Ensure module 2 content is finalised and ready for delivery;</i> • <i>Implementation of assessment platform for module 2 content and methods for individual session evaluations (as required); and</i> • <i>Refresh content for module 3-4 sessions 'oral communications' and 'negotiating and influencing' for April 2017 programme following pilot in October 2017, ready for January delivery.</i> 	November / December 2017
10	<p>Delivery of module 2 of September 2017 programme.</p> <p>Potential second pilot of module 3-4 sessions 'oral communications' and 'negotiating and influencing' with April 2017 programme.</p>	Mid-January 2018
11	<p>Completion of module 2 evaluation (as required depending on content/format changes) and session assessments.</p>	Early February 2018
12	<p>Quarterly review of programme management and delivery:</p> <ul style="list-style-type: none"> • <i>Review of module 2 content, evaluation and feedback;</i> • <i>Review progress of module 3 content, building on pilot of 'oral communications' and 'negotiating and influencing' sessions from April 2017 programme; and</i> • <i>Ensure module 1 content (April 2018 programme) is finalised and ready for delivery.</i> 	February / March 2018
13	<p>Delivery of module 1 of April 2018 programme.</p>	End-April to early May 2018

14	Delivery of module 3 of September 2017 programme.	Mid-May 2018
15	Completion of module 1 evaluation (April 2018 programme) and session assessments for policy and economics. Completion of module 3 evaluation (September 2017 programme) (as required depending on content/format changes) and session assessments.	By June 2018
16	Quarterly review of programme management and delivery <ul style="list-style-type: none"> • <i>Review of module 1 (April 2018 programme) content, evaluation and feedback, review payment schedule in preparation for September 2018 programme; and</i> • <i>Ensure module 4 content is finalised and ready for delivery.</i> 	May/June 2018
17	Delivery of module 4 of September 2017 programme.	Early-July 2018
18	Completion of module 4 evaluation (as required, depending on content/format changes) and session assessments. <i>(End of structured learning for September 2017 intake)</i>	End July 2018
19	Quarterly review of programme management and delivery: <ul style="list-style-type: none"> • <i>Review module 4 content, evaluation and feedback;</i> • <i>Ensure module 1 (September 2018 programme) is finalised and ready for delivery;</i> • <i>Lessons learned from first cohort cycle; and</i> • <i>Programme participant and line manager evaluation ‘1 year on.’</i> 	August 2018
20	Delivery of module 1 of September 2018 programme.	End-September to early October 2018
21	Delivery of module 2 of April 2018 programme.	Mid-October 2018

6. AUTHORITY'S RESPONSIBILITIES

6.1 The Authority's staff will be involved in ongoing design and delivery of the programme, in collaboration with the Supplier(s) for both Lots 1 and 2. Delivery timescales will always need to take full regard of:

- 6.1.1 Other Authority learning and development programme timetables e.g. Range E policy leadership programme;
- 6.1.2 The Authority's business cycles e.g. the Budget in Spring 2017, the annual Autumn Budget, and new Spring Statement from 2018; and
- 6.1.3 Any other major events that will impact on the Authority's capacity to design or deliver.

OFFICIAL

7. REPORTING

- 7.1 The Authority will expect regular evaluation at set points of the programme. Please refer to key milestones in para 5. This includes, but is not limited to, formal review after the delivery of the core introductory module; at the three month point; and individual evaluations for any newly designed learning interventions. This is to test the quality and impact of the programme on individual learning, performance and the business. The Authority will expect the evaluation to align with, or exceed, the current measure of success, as detailed in para 3.7.
- 7.2 The Authority may decide to introduce additional evaluation points, in response to requirements set through the Head of Policy Profession and its governing board.

8. VOLUMES

- 8.1 The Supplier will be expected to run two cycles of the programme each year, with the exception of 2017, where they will be expected to run one cycle for September. Within each cycle, there are typically 2 cohorts (the number of groups within a cycle) in April; and 3 cohorts in September.
- 8.2 The Authority expects 70-80 participants each year, however this is subject to annual Ministerial approval of Range D headcount and ever-changing business demand.
- 8.3 Both cycles run in parallel to each other, resulting in particular cross-overs in delivery during certain modules of the programme. Annex B sets out previous, and upcoming cycles in more detail.
- 8.4 It is crucial that the Supplier recognises the Authority's business cycles when timetabling activities related to the programme, to ensure 100% engagement and successful delivery with the Authority's senior sponsors and working level contacts, including facilitators and speakers.
- 8.5 As detailed in para 4.2.7, the Authority requires the option to also deliver the 'effective oral communication' and 'negotiation and influencing skills' sessions for the April 2017 programme during modules 3 and 4. These are expected to take place in October 2017 and January 2018 respectively.

9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings, and specifically in the lead up to preparations for the next cycle on the programme that year.
- 9.3 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.

10. SUSTAINABILITY

- 10.1 The Supplier will have regard to minimising the environmental impact of running the programme through, for example, the use of digital means of delivery wherever possible to minimise paper use.

11. QUALITY

- 11.1 Intended facilitators proposed by the Potential Provider should have appropriate training qualifications, and/or significant experience in delivering structured training to high potential individuals.

12. PRICE

- 12.1 The Potential Provider should provide pricing for all required elements of the programme and separate out the total cost for each of the Lots.
- 12.2 Pricing will be subject to a cap for each priced activity, with the Supplier expected to absorb the first 10% of costs above this individually capped activity. Subsequent charges are only payable by the Authority where agreed in advance and in line with the rate card as detailed in the Contract.
- 12.3 Potential Providers are requested to note that ongoing annual refresh of module content is a cost to be built into the “facilitation / delivery” costs as set out in Appendix E.
- 12.4 Prices are to be submitted via the e-Sourcing Suite on Appendix E Pricing Schedule and should exclude VAT.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Authority requires the Supplier to provide a sufficient level of resource throughout the duration of the Graduate Development Programme for HMT Contract in order to consistently deliver a quality service to all Parties.
- 13.2 Supplier’s staff assigned to the Graduate Development Programme for HMT Contract shall have the relevant qualifications and experience to deliver the Contract.
- 13.3 The Supplier shall ensure that staff understand the Authority’s vision, core values, and objectives; and will provide excellent customer service to the Authority throughout the duration of the Contract.

14. SERVICE LEVELS AND PERFORMANCE

- 14.1 The Authority will measure the quality of the Supplier’s performance based on their ability to deliver the following outputs. These outputs and the timings associated with them for each programme cycle will be attached to Supplier delivery milestones, which will be agreed between the Authority and the Supplier upon the award of Contract:

Lot 1: developing and implementing appropriate feedback and evaluation surveys; and assessments at set points of the programme

Lot 1 and 2: meeting timescales for design of programme content, and the review of this content on a per cycle basis; and delivery of programme modules

- 14.2 Supplier performance will be monitored and measured at regular meetings between the Authority and Supplier so that remedies/action for poor supplier performance can be implemented.
- 14.3 Schedule 1 of Appendix C details the Service Levels relevant to this contract, and implementation of Service Credit rights on behalf of the Authority in the event of Service Failure.
- 14.4 The Service Credit Cap applies to a 12 month period from the Contract Start Date.

15. SECURITY REQUIREMENTS

- 15.1 Potential Providers must demonstrate they have appropriate IT, physical, personnel and procedural security measures in place to prevent any unauthorised access to, or leakage of, data collected as part of this contract, and to prevent it being shared with any unauthorised third parties.

IT Security

- 15.1.1 Any IT systems used by the supplier to meet the Authority's requirement must comply with the technical requirements prescribed by "Cyber Essentials". This can either be through the Potential Provider having a current and valid cyber essentials certificate awarded by one of the government approved Cyber Essentials accreditation bodies within the last 12 months (see: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>) or by being able to explain in detail how they comply with the relevant technical requirements of Cyber Essentials, which can be found here: <https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

Physical Security

- 15.1.2 Potential Providers are expected to demonstrate they have appropriate physical security measures in place in any data centres, or other buildings, used to host the Authority's data.

Personnel Security

- 15.1.3 Any pre-employment checks that the Supplier subjects their staff to should be at least equivalent to the [Government Baseline Personnel Security Standard](#). In addition, where there is a requirement for any supplier staff to work unsupervised on Authority premises, they will be expect to undergo [National Security Vetting](#) to Counter Terrorism Check (CTC) level before they can do so.
- 15.2 Full compliance with the [Data Protection Act \(DPA\) 1998](#) is essential, with the Authority being the Data Controller and the Supplier being the Data Processor. The Authority's preference is that the Supplier would be able to host the data entirely within the UK, and supported entirely by UK based system admin staff, but would consider hosting with the European Economic Area (EEA) as long as the Potential Providers are able to provide assurances that all other security requirements can be met, and subject to compliance with the Data Protection Act.

16. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 16.1 The IPR for any material or design work created during the term of the Contract for the Graduate Development Programme will remain with the Authority.

17. PAYMENT

Payment will be structured around the delivery of each module of a cohort's programme, and the delivery of the bi-annual refresh work in the lead up to each cohort. The timing of these deliverables will be agreed by the Authority and the

Supplier, according to the timetable for each cohort's programme. Programme timetables are set on a bi-annual basis.

- 17.1 Before payment can be considered, each invoice for the agreed deliverables must include a detailed breakdown of the work completed and the associated costs.

18. LOCATION

- 18.1 The Supplier will be required to carry out some elements of the Services at the Authority's offices at 1 Horse Guards Road, London SW1A 2HQ, and external venues in the vicinity of Westminster.

ANNEX 4 – SUPPLIERS RESPONSE

4.1 Case 1: HM Treasury Graduate Development Programme

The Challenge

In 2015, REDACTED was selected to partner with the Treasury to co-design and programme manage their new graduate development programme (GDP). This is a bespoke learning journey for new Range D policy advisers designed to strengthen policy professionalism in line with “Building a Great Treasury”. To date we have delivered three cycles of the programme for 150+ individuals, with two further cohorts starting in 2017.

The Solution

In collaboration with the Treasury GDP project team and wider business, we developed a 10 month programme enabling all new Range D policy advisors to acquire the skills to ‘hit the ground running’ and continue to develop and perform effectively as Range Ds. The programme builds the participants as a learning community, enables them to learn from experts in the field and provides a stimulating, stretching and seamless learning experience, tailored to their needs. In particular we have provided:

- 1 Design support:** With upwards of 50 individual stakeholders and internal contributors, the programme could easily have become fragmented. We used our design expertise to enable learning champions and contributors to consider issues such as:
 - Creating coherence – identifying related workshops ensuring they build on one another
 - Balancing theory and technical knowledge with opportunities to practice new skills and engage in experiential learning
 - Appealing to a range of learning styles – combining theory, experimentation and action

- 2 **Delivery support:** In order to achieve a coherent flow, and provide a consistency of experience for participants, each cohort is assigned an experienced facilitator from REDACTED. This also enables contributors to have support ‘in the moment’ in the delivery of their session, responding to the needs of the group.
- 3 **Project management:** We provide a seamless project management service to co-ordinate workshops, prompt assessment and evaluation and ensure excellent participant experience.
- 4 **Continuous Improvement:** We monitor the impact of the GDP through assessment of learning and participant and line manager feedback. This has allowed the team to identify and implement improvements after each programme, e.g. replacing policy and economics assessment tests with more practical learning activities.

“Personal Impact was interesting, interactive and taught me a lot about myself that I'm using everyday” GDP Participant

“The devolution session has been invaluable subsequently” GDP Participant

“Great at handling stakeholders, owns the programme completely...I feel 100% confident in her ability both delivering courses and designing” REDACTED, Head of People Change

“REDACTED have an excellent reputation within HMT, they are credible and understand our organisation” REDACTED, Head of Management Excellence

“REDACTED seek to deliver an engaging experience for learners, deploying a range of learning techniques and styles. The feedback on their programmes is consistently positive.

I have no reservations in recommending REDACTED as an excellent learning provider. “REDACTED, Head of Learning and Development, HM Treasury.

The result

The programme has led to a measurable improvement to the quality of training provided to new Range Ds; 81% of the first cohort rated their induction as ‘excellent’ or ‘good’. In addition 80% were confident they would be successful in their role, and reported high satisfaction levels of their overall induction experience.

Case 2: Graduate Development Programme for a Global Financial Services Organisation

The Challenge

In 2015, a global financial services organisation, wanted to implement a graduate programme as a key driver in their culture transformation. REDACTED was chosen to develop and deliver an exclusive 18-month talent programme for 50 graduates each year.

The Solution

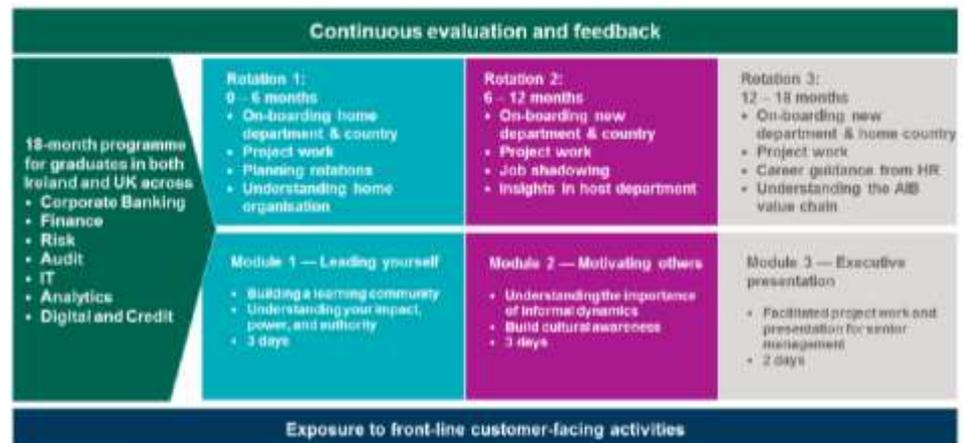
Working in partnership with the organisation’s L&D team, we developed a cutting edge development programme involving: three six-month rotations, to help cross-fertilise and develop intercultural breadth; three residential modules offering a variety of practical simulations, tools and techniques, networking opportunities and exposure to colleagues and executives from across the bank; drawing on digital technology - our Journey App and the latest webinar platforms ensure space for continued learning between modules to accelerate development. The factors that make this programme a success are:

- 1 The programme focuses on building understanding of the business context
- 2 Dedicated time to build **manager buy-in** through clear and continued **communications**
- 3 Appealing to graduates through **technology** they use to teach them new skills

- 4 Creating a **highly relevant environment**, giving them the information they need, when they need it.

“Now I have a much bigger picture of the bank and my role in it”

“The role play and trading exercise were really good at making us better understand the dynamics of teams and organisations in general!”

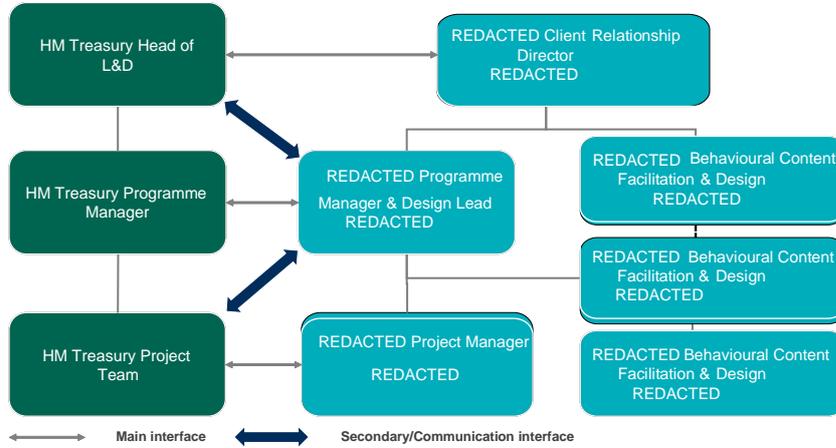


The result

The programme was very well received. The organisation now has a pool of talented individuals who have been able to add greater value to the business from early on in their careers, and a pipeline of high potentials for specialist and leadership positions in the future.

4.2 a. Structure of senior project team

In the diagram below we have set out how we envisage structuring our team to deliver the programme in a way that seamlessly interfaces with HMT colleagues and provides clarity of accountability for all.



How resources will be used to meet required services

Role	How the resources will be used to meet required services
Client Relationship Director	<ul style="list-style-type: none"> Responsible for ensuring that all work delivered by REDACTED is aligned and supportive of your overall strategy. Responsible for senior stakeholder management, will meet with senior stakeholders and contribute to steering groups as required Provide guidance and support to project team Provide a point of escalation for any concerns about the programme
Programme Manager & Design Lead	<ul style="list-style-type: none"> Ownership of all learning interventions across the programme to ensure achievement of objectives and a cohesive participant learning journey Meet weekly with HM Treasury programme lead to monitor all aspects of the programme Oversee all design work, meeting and working closely with learning champions, 3rd part suppliers and REDACTED designers in the run up to modules Design and lead the launch event and future shared learning events Lead the design of assessments and evaluation Oversee all members of the project team
Project Manager	<p>Manage and coordinate the delivery of the programme including:</p> <ul style="list-style-type: none"> Coordinating logistics; Owning the project plan and related documents Distributing pre-course materials, Liaising with programme venue, Collating and printing session resources Managing participant communications Managing delivery of assessment and evaluation Meeting regularly with H M Treasury project manager
3 x Behavioural Content Facilitation & Design	<ul style="list-style-type: none"> Lead the design of behavioural content sessions (each session to be owned by one individual). Meet with relevant learning champions to co-design and plan co-delivery (where appropriate) of bespoke behavioural sessions Facilitate behavioural workshops (one facilitator assigned to each cohort)

Selecting the senior project team

Through our experience designing programmes for HM Treasury over the last four years (Catalyst, Essential Skills for Managers and the Graduate Development Programme) and recent discussions with key client stakeholders, we understand the specific characteristics you most value in partnering with us are:

- 1 Bringing expertise** – in the design work of behavioural sessions and the overall programme format, but also guiding HM Treasury learning champions, offering to review progress with the HR team and providing solutions at pace,
- 2 Working collaboratively** with all stakeholders; but recognising and applying our lead role as the main supplier. Particularly in managing suppliers working across their own areas of expertise (e.g. economics and policy) and bridging theirs and HM Treasury expectations.
- 3 Understanding, valuing and demonstrating HM Treasury values** (challenging, appreciative, collaborative and open) throughout design and delivery. Embedding

these across all elements of the programme ensuring they are adopted and role modelled by suppliers, Treasury trainers and speakers and of course participants.

The project team described below has been carefully selected on their ability to meet these characteristics as well as their expertise in designing and delivering graduate development programmes, experience working with HM Treasury, the REDACTED and in the finance sector and their fit with HM Treasury in terms of values, personality and working style.

4.2 b. Project team CVs

REDACTED – Programme Manager & Design Lead

REDACTED is a highly experienced programme manager specialising in leadership and talent development interventions. She has worked for REDACTED for five years and is currently focused on work in the public sector and civil service.

Relevant experience and knowledge for the role of Programme Manager & Design Lead:

REDACTED has significant experience in the programme management and facilitation of large scale development initiatives. She has led projects on a wide range of programmes for graduates, middle and senior leaders.

An experienced instructional designer, REDACTED is passionate about creating experiential, blended learning journeys. She designs creatively, with an emphasis on drawing participants through the learning cycle to engage all learning styles.

REDACTED is an energetic and engaging facilitator, and creates a safe and enjoyable environment to optimize development. REDACTED is experienced working across both the Financial Services sector and REDACTED, including H M Treasury as part of the Catalyst programme. As such she has a good understanding of the world the participants are working in and how to design a programme bespoke to their needs.

Relevant recent engagements:

- Design and delivery of a range of Senior Civil Service Core Curriculum modules
- Facilitating an eighteen month graduate development programme with a large European bank.
- Design and delivery of bespoke influencing sessions with a number of government agencies
- Programme management of a large international leadership development programme for a healthcare technology provider, including design, piloting, facilitation and quality assurance

Academic and professional background

REDACTED holds a masters degree in Sociology and Modern Irish from Trinity College, Dublin. She is qualified in occupational personality and ability testing and is registered with the British Psychological Society.

“Thank you and it was also a pleasure to work with you. I have heard nothing but praise for your sessions and style of the delivery, the delegates are going to miss you!” Learning and Development Manager – Financial Services Firm (Following delivering of set of workshops for HiPotential Actuaries)

“I thoroughly enjoyed the training with Hannah and definitely felt I gained a few additional tools required to do my role. Thank you very much.” Participant – Recent leadership development programme

“I wanted to take the opportunity to thank you for a thoroughly enjoyable, personable and engaging workshop! I thought it was beautifully paced, informative and insightful in terms of conveying the content but also in terms of the guidance and support provided throughout” Senior Lecturer in Management Development, Executive Education

REDACTED – Client Relationship Director

REDACTED leads REDACTED work across Government, providing leadership, client assurance and technical advice on major organisational development and effectiveness challenges.

Relevant experience

He has worked with ministers, chief executives and a number of permanent secretaries to help them deliver their strategy through programmes of reform covering people, work and organisation. His clients include the REDACTED, REDACTED, REDACTED and REDACTED.

Since December 2015 he has also overseen the design and delivery of all executive education provided to the REDACTED as lead supplier to REDACTED.

REDACTED has worked in the background with HM Treasury for a number of years, supporting REDACTED client team and leading on commercial issues.

Expertise

REDACTED specialises in supporting leaders to execute their strategy through programmes of change and transformation focused on people, work and organisation. His areas of expertise include strategy alignment, executive team development, leadership and talent, business transformation, workforce planning, organization design, and culture transformation.

Earlier in his career REDACTED ran REDACTED expertise practice in organizational effectiveness, was a senior manager in the public sector and a Captain in the REDACTED

Academic and Professional background

REDACTED is a Fellow of the REDACTED, holds an MBA from the University of Bath and has a BEng (hons) from Newcastle University.

Until recently he was the vice-chair of governors at a large school

REDACTED – Project Manager

REDACTED is a Project Coordinator for REDACTED and has been with the firm for 3 years. REDACTED has successfully managed and lead a variety of projects, with the majority of her experience mainly focussed upon the larger, more complex engagements within the public sector.

Relevant experience and knowledge for the role of Project Manager:

REDACTED is experienced in managing the execution of various projects, coordinating all logistics for delivery, building client relationships, organising leadership development programmes and maintaining strong contacts, largely with the REDACTED.

REDACTED is the current project Manager for the HM Treasury Graduate Development Programme where she has a close relationship with the client, liaising on a regular basis to assist with the logistical side of delivery. Leads on creating assessment and evaluation platforms for participants, collating the data and coordinating diagnostics.

Prior to this REDACTED was the project manager for a large scale complex leadership development programme that involved coordinating multiple cohorts that overlap and run alongside each other. To date the project has delivered over 700 participants across a 10-month period. REDACTED was solely responsible for running the execution of the project, accurately managing all deliverables in line with the project plan and working closely with the client and facilitators.

Lead on the delivery of a leadership development programme for the REDACTED. The project successfully delivered over 4000 participants across all REDACTED organisations over a three-year period. REDACTED managed all aspects of delivery, acted as the main point of contact for all parties involved, and was in charge of monitoring the programmes mailbox to assist participants and enhance their experience on the programme.

Project Coordinator for a leadership development programme for an overseas client. The demands of the project require solely coordinating all deliverables including scheduling sessions for a global audience, managing all logistics, liaising with the client on a regular basis and producing materials in preparation for delivery.

Academic and professional background:

REDACTED holds a BA Hons in Television Production.

Facilitation team CVs

We have taken the step to introduce a new facilitation team who will both design and deliver behavioural sessions. This is to keep the programme fresh and up to date with new thinking from a range of relevant sectors of the economy. As demonstrated by the CV's below we have chosen individuals who are highly experienced in facilitation and design, and are of the millennial generation themselves. This approach will allow them to relate with their cohorts and as such build strong and healthy working relationships with them.

REDACTED - Behavioural Content Facilitation & Design

REDACTED is a Psychologist with a background in Organisational and Social Psychology specialising in talent development, delivery and coaching.

Relevant experience and knowledge for the role of Behavioural Content Facilitation & Design:

REDACTED has been selected for this role as a result of her:

- Depth of experience designing and delivering development interventions for front line staff across the public and private sector
- Understanding of HM Treasury roles and context through delivering the Catalyst programme
- Experience designing and delivering development workshops across the financial services sector
- As a legacy REDACTED consultant REDACTED brings to the team a wealth of knowledge of the REDACTED research, IP and development products.

Relevant recent engagements:

- Delivered masterclasses for leaders at REDACTED as a means of continuous professional development.
- Designed and delivered a high potential programme for 100+ participants of global financial services organisations
- Conducted Senior leadership executive assessment (interview-based; simulation-based; bespoke) for large organisations.
- Delivered 100s of leadership development workshops and client Masterclasses using REDACTED intellectual property
- REDACTED is also part of the REDACTED Diversity & Inclusion REDACTED team.

"Positive, Thank you"

"Congratulations, very useful workshop to consolidate / learn knowledge"

"Congratulations to the trainers for the dynamics and fluency of the workshop"

"Action that should be considered fundamental by the Organisation and be a continuous and non-punctual act"

"Innovative, useful approach that helped us to develop"

Academic and professional background:

REDACTED has graduated in Psychology and has a Masters Degree in Organisational and Social Psychology by London School of Economics.

REDACTED - Facilitator- Behavioural Content Facilitation & Design

REDACTED primary focus is in the public services sector where he has managed client relationships and led on the delivery of large-scale projects. He has over seven years' experience of consulting with organisations.

Relevant experience and knowledge for the role of Behavioural Content Facilitation & Design:

- Understanding of REDACTED roles and context through designing and delivering leadership development programmes in various government departments (REDACTED, REDACTED, REDACTED, REDACTED)
- A qualified secondary school teacher, REDACTED has significant knowledge and experience of engaging junior leaders using a variety of pedagogical approaches
- Significant experience of programme managing bespoke, experiential, blended leadership development programmes

Relevant recent engagements include:

- Designing and delivering 3, 12 months High Potential schemes for the Grade 6 – DD leaders at REDACTED, which have launched in January 2017
- Led the delivery of the REDACTED Future Leaders scheme (FLS) and Senior Leaders schemes (SLS) assessor briefing
- Programme management of two large international leadership development programmes for newly appointed team leads and Directors for an aviation company including learning needs analysis, coaching, action learning project design and evaluation.
- Delivered assessments of first-level and mid-level leaders (interview-based; simulation-based; bespoke) for UK and global financial services firms.

"I found this session to be really helpful and built very much upon the methods we learnt in the day session. It was great to be able to think individually and as the group how we would put the coaching tools into practice. Very skilled trainers and excellent"

"Overall I thought the session was really helpful, a good mix of theory and practical, and really useful re-caps of say the wider learning on different (non-coaching) leadership styles. Excellent facilitators and trainers. Great materials to take away and share with teams"

Academic and professional background

REDACTED has Qualified Teacher Status and holds a bachelor's degree in Human Sciences (Hons) from REDACTED.

OFFICIAL

REDACTED – Facilitator - Behavioural Content Facilitation & Design

REDACTED primary focus is in the financial services sector where he has led on the delivery of large-scale projects. He brings expertise across a range of practices areas including talent development, coaching, facilitation and talent strategy and succession planning,

Relevant experience and knowledge for the role of Behavioural Content Facilitation & Design:

- Designing and delivering bespoke graduate development programmes in the financial services sector
- Working closely with many of his clients to co-design and co-deliver a range of development focused workshops. He focuses on the needs of participants and the desired outcome, to design development interventions that best meet their needs,
- An engaging facilitator, he is adept at helping individuals develop greater insights into their own behaviours and, from that, develop flexibility in their approach to achieve better outcomes

Relevant recent engagements include:

- Implemented an 18 month graduate development programme for an international financial services firm
- Lead facilitator on a graduate induction programme for a major UK bank
- Designed and facilitated development programs for individuals across all levels, from graduates to first line leaders, to executives.
- Designed and delivered mid-senior level assessments for a range of clients.
- Individual coaching supporting individuals to increase their personal impact and performance

Academic and Professional background

REDACTED is a Chartered Occupational Psychologist having completed his masters in occupational psychology from REDACTED (London), and is qualified through the British Psychological Society on Levels A and B.

Transfer of knowledge from the current programme

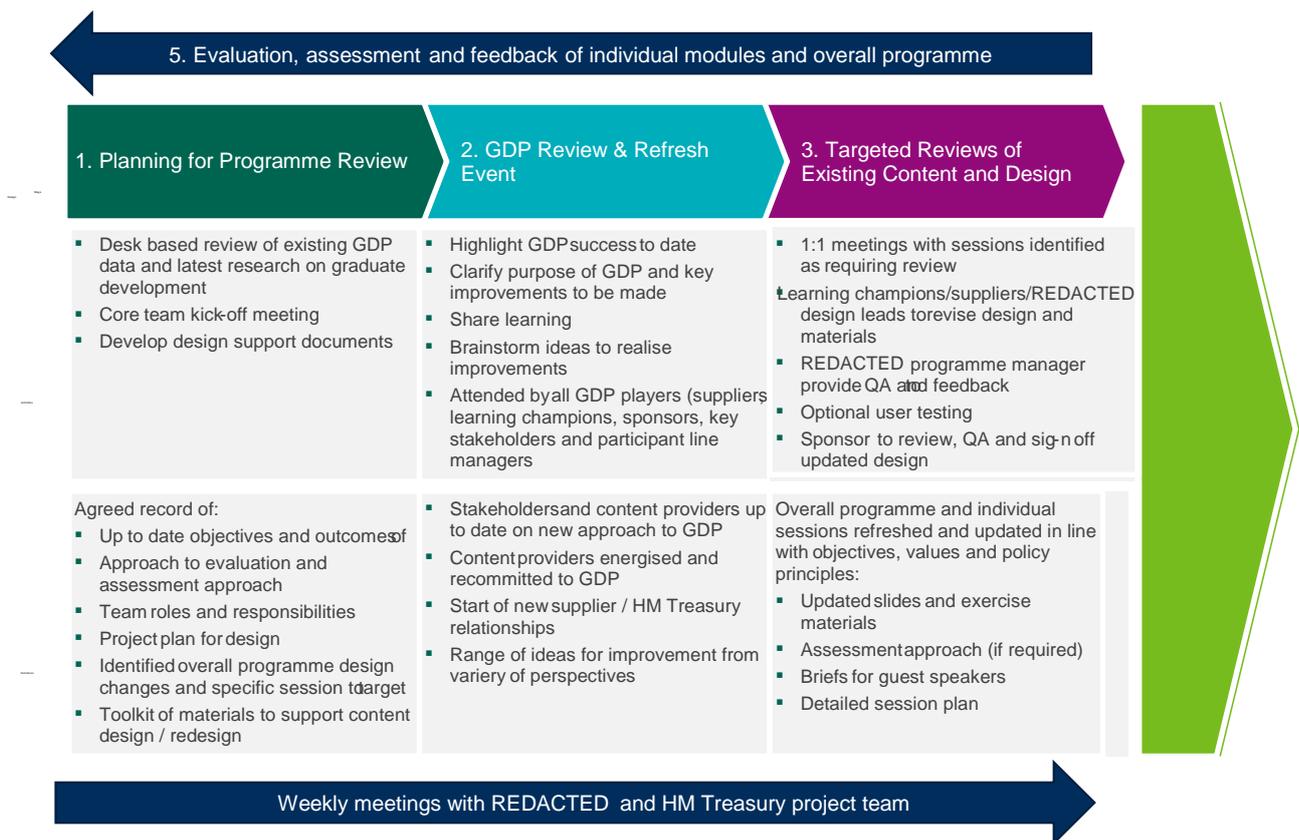
REDACTED, the current programme manager and design lead, is not included in this team as she will begin maternity leave in May 2017. However, given her in depth understanding of the programme and understanding of its many stakeholders (HR, learning champions and external suppliers), we have identified a clear and detailed handover plan with the new programme manager and design lead, REDACTED, to take place over the next three months. This plan involves a significant period of shadowing the current programme manager, full briefing on the details of the current and future programmes, introductions to all stakeholders and a gradual transition to programme lead whilst the current lead is still available.

"We would like to just express our sincere thanks, for all the hard effort and work to date, and check in at this point. We have 3 key taglines: strength, performance and passion, we have seen in the partnership with REDACTED, the strength; the performance has shone in delivering successful development centres; and passion has stood out through the commitment and quality of the tasks at hand.

By the end of this week, it will be 8 weeks since we held the first development centre with REDACTED. Over the last 8 weeks, there have been 205 participants through 10 centres from Australia to US (and many countries in between), and 150 feedback calls held. The success of delivering this project, its challenges, time schedule, and all that has come with it is due to your hard work over this time." REDACTED Project Team, Nov 2013

5.1 a. Proposed methodology for approaching the design of the full programme

We know that you are looking for a partner who, among other requirements, is able to hold the design of the overall programme, ensuring a coherent, engaging, enjoyable and intellectually challenging experience and one that achieves learning objectives. You are also looking for a partner who is able to collaborate with internal and external content providers to review the existing programme content and design. This review should identify areas for improvement whilst maintain current high standards and ensuring all disparate elements can be linked together as one cohesive programme. We will achieve these requirements through the following approach:



While we would expect the scale of each stage to be reduced after year one, we see each stage of the process as critical for every programme cycle. This enables us to continually improve the participant experience and keep the programme fresh and up to date with HM Treasury priorities and the latest ideas and research in talent development.

Stage 1: Planning for programme review

The desk-based review would include analysis of previous programme evaluation data, participant recruitment data (to identify current skill gaps), earlier cohort composite personality diagnostic data, outputs from line manager and participant focus groups, induction results, HM Treasury strategic priorities (e.g. Building a Great Treasury) and the latest research and evidence on graduate development interventions.

We are aware of the need to limit demand on H M Treasury resources, and that a wealth of information from participants, line managers and stakeholders already exists. For this reason, and given our knowledge of your organisation from our current work on this and other programmes, we have not planned to conduct further focus groups or stakeholder interviews. This means we can hit the ground running and limit senior stakeholder interaction to where it adds unique value – not for the purposes of data gathering.

Materials we would expect to develop after the initial kick-off meeting to support content providers include; updated programme objectives, design principles and success criteria, session design template, clear roles and responsibilities for all parties, project plan and design specific timelines, high level design of the review and refresh event, and communications to all parties involved in the programme.

We would expect any significant overall programme changes (e.g. changes in overall objectives or approach to assessment) to be approved by a steering group. We would support this through preparation of papers and attending meetings as required.

Stage 2: GDP Review & refresh event

We propose kicking-off the review and refresh of the programme with a 2 hour event for all individuals involved in the programme. Initial ideas for the agenda are shown in the above flow-chart. The aim is to revitalise motivation for the programme by thanking people for their work to date and recognising the value they have added. This could include presentations from your Transformation Director and testimonials from previous participants, coupled with new insights from our team on how graduates learn and what the very best graduate programmes look and feel like.

These events provide a chance for content providers to connect and hear about other areas of the programme, to identify common ground and potential overlap, to share successes and brainstorm ideas to improve. Bringing this group of people together also gives us and the HM Treasury project team a chance to communicate key updates about the programme, highlight emerging feedback and emphasise key messages such as the role of the policy principles and Treasury values. Finally these events have the added value of triggering the competitive edge amongst learning champions, encouraging everyone to deliver the best possible learning experience for participants.

We would expect to hold a similar event before each programme to bring new individuals up to speed, review learning, capture and act on new ideas, keep people connected and, critically, maintain momentum and commitment to the programme.

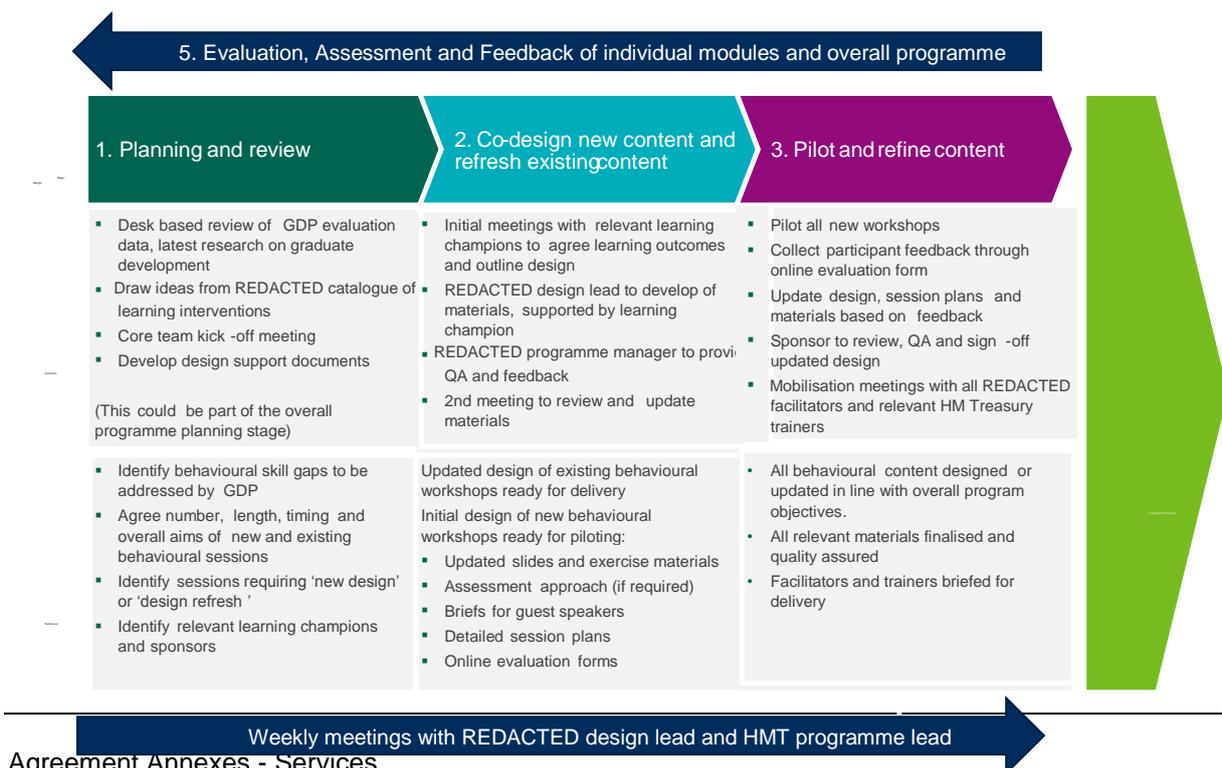
Stage 3: Targeted reviews of existing content and design

We would meet with learning champions and suppliers for all individual sessions requiring an initial refresh. These meetings would review past evaluation data and insights on the session, refocus learning champions on the core purpose of the session and generate new ideas.

The programme manager would provide quality assurance, firstly by reviewing sessions against the agreed and documented design criteria, and offering feedback and advice when criteria has not been met. Secondly, taking a helicopter view of the programme by reviewing all session plans side by side to look for duplication of tools and variety of learning methods, particularly in one day (e.g. avoiding two speaker-heavy session falling side by side), and to help trainers to make explicit links to relevant sessions (e.g. telling participants that they will have further chance to practice their skills from Negotiating and Influencing in the group negotiation exercise in the EU & International session). We would also make sure HM Treasury values and policy principles are a running theme throughout the programme, advising learning champions and suppliers to identify which value or principle their session supports and to tell participants at the start of the session.

5.1 b. Proposed methodology for approaching the design requirements of the behavioural development content

In overview, our approach to the designing the behavioural content is shown below:



Stage 1: Planning and review

In light of your Statement of Requirements, we know you are looking to review and refresh seven existing behavioural interventions and design two new interventions specifically for the programme. These are listed below, with suggested timings and one additional new workshop we have proposed. We would welcome the chance to discuss and debate this with you.

Content to be reviewed and refreshed:

- Developing and understanding learning styles (0.5 day)
- Behaviours to achieve success in the civil service (0.5 day)
- Developing personal awareness and impact (0.5 day)
- Understanding working styles and working effectively with others (0.5 day)
- Giving and receiving feedback (0.5 day)
- Mapping personal development goals (0.5 day)
- Working with stakeholders (0.5 day)

New sessions to be designed specifically for the programme:

- Effective oral communication (0.5 day)
- Negotiation and influencing skills (0.5 day)
- Practical work-place skills for HM Treasury (0.5 day)

We appreciate that two of the above sessions have been designed and delivered as full day workshops on earlier iterations of the programme. We propose reducing these to 0.5 days sessions for the following reasons.

- Our research on graduates shows a strong preference for short, sharp learning. Feedback from participants on the first three programmes supports this point, indicating a preference for high pace learning which maximises use of the time spent away from work
- Our recent work with REDACTED has proven we can design and deliver highly effective development in areas like communication and negotiation in condensed three hour workshops
- This approach creates space within the programme for an additional intervention we recommend 'Practical work-place skills for the Treasury'. Our recommendation is based on analysis of feedback from both participants and line managers of the programme, highlighting a skill gap in very practical work-based skills such as chairing a meeting, prioritising tasks, managing your inbox and getting the most out of your line manager relationship

Stage 2: Co-design new content and refresh existing content

As the lead supplier on the 2015 and 2016 programmes, we co-designed all of the current behavioural sessions and have delivered them with eight graduate cohorts to date. This experience would allow us to quickly identify successful elements of the design to be maintained, areas to be improved and new ideas that would fit the overall approach.

Likewise we have intentionally introduced three new design leads to the project team. Along with a fresh pair of eyes, this team bring to the design process a variety of industry experience, subject matter expertise and a substantial array of tools, techniques, ideas and intellectual property from our two legacy organisations. While each session would be owned by one individual, the team would work together, with our programme manager and relevant learning champions, to build on each other's ideas and create a highly innovative programme.

Underpinning all design work will be our experience of how to increase levels of engagement and maximise learning with graduates:

- 1 Stress the relevance to Range D roles** – to fully engage with learning, participants need to understand how the learning outcomes will support them in their roles right now. **Our solution:** Each session to begin with clear learning outcomes that show participants what they will gain from attending the session; invite senior speakers to endorse sessions
- 2 Keep things practical** – participants learn best when sessions feel practical and involve 'having a go' at 'real' work. **Our solution:** Sessions should include work relevant examples, case-studies and exercises that bring to life the benefits of developing core skills and HM Treasury values
- 3 Space to discuss and debate** – your participants are intelligent, many have a starting knowledge of the topics covered in the programme, and a view on how this can be applied at work. They don't want to be 'taught at'. They value the chance to engage in debate and challenge with facilitators and each other. **Our solution:** Balance new content with space to explore. Ensure sessions focus only on what is useful to know as a new Range D, rather than a roadshow on everything there is to know about that area

5.2 Case-studies example materials indicating the type of content we have delivered in the past, or could offer for the full programme

The focus of our role in this area is to ensure a coherent and engaging design. We would achieve this by working closely with HM Treasury technical experts and third party suppliers to offer support, challenge and quality assurance. Two examples of our experience in this role are shown below:

Partnering with third party suppliers: GDP Policy Presentation:

The idea for the policy case-study and presentation was developed and co-designed by REDACTED and REDACTED designing and leading the case-study task and REDACTED designing and lead the presentation and feedback elements. We then came together with the learning champion and HM Treasury programme manager to review and finalise design and identify senior managers to observe presentations. This approach allowed us to combine technical policy expertise with behavioural skills in communicating with impact, and giving and receiving feedback, to create a bespoke workshop that achieves multiple outcomes, namely:

- A coherent thread across module one
- Practical application of learning of a range of sessions, including four policy sessions, working with stakeholders, personal impact and giving and receiving feedback
- Source of feedback from seniors and peers to inform reflection and development planning
- An exciting and rewarding end to the participants first 2.5 weeks on the programme

Partnering with technical experts to design engaging interventions:

From 2015 to date we have partnered with REDACTED Hospitals to design and deliver three waves of their New Consultant Doctors programme; a series of eight workshops combining behavioural skills such as ‘Influencing for Impact’, and technical skills such as ‘Finance 101’. REDACTED designed and led the overall programme and behavioural areas, and worked closely with nine technical experts to translate technical content into engaging learning. We used frameworks like Kolb’s learning styles to support them translate technical content into an engaging learning intervention. In working with technical experts we draw on models like Kolb’s Learning Styles to demonstrate the variety of ways in which people are motivated to learn, and encourage trainers to create workshops that appeal to a range of learning styles. 94% of participants rated the programmes as good or excellent and reported the programme has had a significant impact on them in a number of different ways, most notably:

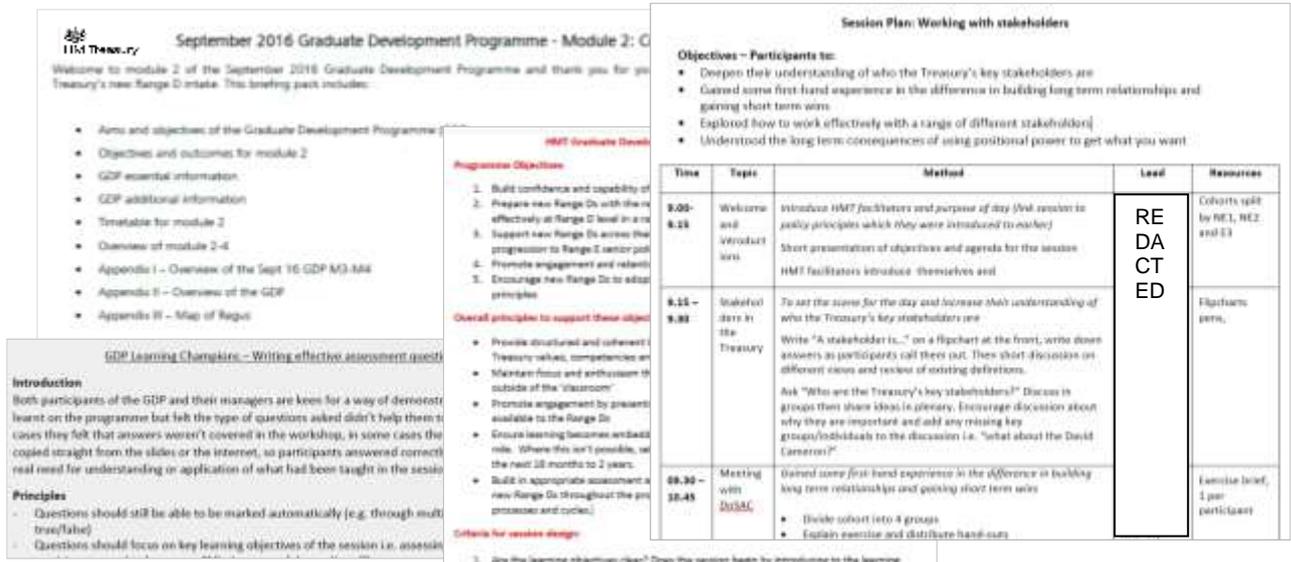
- Enabling a change in their style or approach
- Increasing their ability to analyse situations
- Changing their perception of self from that of lone contributor
- Enabling them to achieve service change

REDACTED have worked with REDACTED on the Treasury GDP programme since June 2015. Throughout this period we have found all the REDACTED team to be efficient, supportive and highly effective. [REDACTED have] worked collaboratively with REDACTED through the initial development period and beyond. [REDACTED] have supported us in the seeking of feedback and in refining our sessions in response to that received. We have found her contributions on facilitation to be exceptionally helpful.” REDACTED, GDP Economics & Policy Design & Delivery Lead

“...as the overall lead supplier they (REDACTED) coordinate the input of all third party suppliers who contribute to elements of the (GDP) programme as well as internal HMT speakers. They do this very well, managing all contributors and working proactively to ensure the entire programme is a success.” REDACTED, Head of Learning and Development, HM Treasury

Developing guidance materials to support design:

In leading the overall design of the HM Treasury graduate development programme, we have developed an array of guidance documents to support suppliers and technical experts to design effective learning interventions that increase quality in terms of a coherent and consistent approach. The session plan is also key to ensure design knowledge is not lost with the change in learning champion. Examples of a content provider pack, design document with programme objectives, design principles and success criteria, assessment writing principles and session plan are shown below.



Session Plan: Working with stakeholders

Objectives – Participants to:

- Deepen their understanding of who the Treasury's key stakeholders are
- Gain some first-hand experience in the difference in building long term relationships and getting short term wins
- Explored how to work effectively with a range of different stakeholders
- Understood the long term consequences of using positional power to get what you want

Time	Topic	Method	Lead	Resources
0.00-0.15	Welcome and Introduction	Introduce HMT facilitators and purpose of day (ask students to state principles which they were introduced to earlier) Short presentation of objectives and agenda for the session HMT facilitators introduce themselves and	REDACTED	Cohorts split by REC1, REC2 and REC3
0.15-0.30	Stakeholders in the Treasury	To set the scene for the day and increase their understanding of who the Treasury's key stakeholders are Write "A stakeholder is..." on a flipchart at the front, write down answers as participants call them out. Then short discussion on different cases and review of starting definitions. Ask "Who are the Treasury's key stakeholders?" Discuss in groups then share ideas in plenary. Encourage discussion about why they are important and add any missing key groups/individuals to the discussion i.e. "what about the David Cameron?"		Flipchart pens.
09.30-10.45	Meeting with DuSAC	Gain some first-hand experience in the difference in building long term relationships and getting short term wins • Divide cohort into 4 groups • Explain exercise and distribute handouts		Exercise brief, 1 per participant

Case-studies example materials indicating the type of content we have delivered in the past, or could offer for the behavioural content

REDACTED SCS Core Curriculum

In January 2015 REDACTED partnered with REDACTED to manage the design and delivery of development interventions for 4,500 REDACTED. In the past year we have undertaken a learning needs analysis, including helping engagement with several hundred members of the REDACTED, developed a core curriculum of 29 bespoke development products and further end to end programmes for five individual Departments. To date we have delivered 222 individual development sessions which consistently meet REDACTED quality standards. We believe this work clearly demonstrates our understanding of the environment and challenges civil servants, including the Treasury, are experiencing and our ability to design and deliver high quality development interventions at scale, for government Departments.

The core curriculum provides a wealth of the latest research and best practice in development interventions, which we are able to draw on and tailor to inform the design of the products that are relevant to participants of your graduate development programme. Through this work we have also gained access to many high profile officials as potential contributors to the GDP.

Mapping personal development goals

A number of our REDACTED products utilise new technology such as Woop, a free app that supports and encourages participants to develop and monitor progress against development actions. The app allows you to save goals and observe the progress you make in fulfilling those goals. This is one example of the way in which we propose using digital technology to refresh the programme and maximise development throughout and beyond the programme. Woop could be introduced to participants in module one and revisited at the start and end of each module, to bring focus to their continued development.

Personal impact and effective oral communication

We propose designing these two interventions together in partnership with REDACTED, recognised leaders in the UK in the field of effective communication with 10+ years of experience working with individuals on their presence and impact. REDACTED focus is on the development of practical skills and behaviours; they specialise in bringing developmental theory to life and putting practice at the heart of all of their work in order to create innovative, energising and highly effective interventions. We have partnered with REDACTED on many of our REDACTED interventions and a number of REDACTED Leadership Academy national programmes, including the REDACTED Graduate Management Training Scheme.

As an example outline, the first session could draw on one of our most popular REDACTED products, High Impact Communication. We propose exploring techniques like the '5 part Assert' to connect with and communicate more authentically and powerfully and speak with more enthusiasm and passion. The flexible and interactive style in which REDACTED work means participants will be able to tailor the session to deal with their specific needs.

This first session would provide the grounding for effective personal impact in a work environment. The second session could build on this by focusing on the skills Range D policy advisors need to communicate effectively with ministers and senior officials. To ensure this session is highly relevant to participants, REDACTED would draw on their experience of working with REDACTED from across departments on workshops including High Impact Communications, Negotiating Skills and Optimising Your Emotional Intelligence. They would co-design this session with a specialist at REDACTED who is a former Private Secretary and has significant experience of working directly with Cabinet Ministers and senior officials, and the nominated HM Treasury learning champion. As with all programme design, both these sessions would be overseen and supported by our Programme Manager & Design Lead.

The 5 Part Assert

1. What I like....
2. What I don't like....
3. What I want....
4. If you do...
5. If you don't

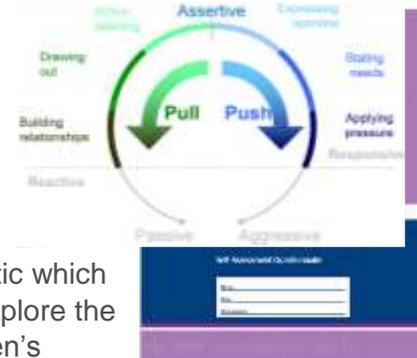
Key skills and behaviours of assertion

Voice: Firm, good volume,

Body language: Grounded, upright, confident, firm eye contact, gestures strong and precise

Negotiation and influencing skills, and working with stakeholders

We propose reviewing and designing these interventions as a two part series, delivered by the same REDACTED facilitator. Working with stakeholders focuses on strategic influencing - who are my stakeholders and how do I manage them effectively over the long term. Negotiating and influencing skills would complement and build on this, by exploring the interpersonal side of influencing - using empathy and organisational awareness to tailor my influencing approach for my audience. In this session we could employ the REDACTED Influencing Strategies diagnostic which helps participants practice using a range of nine influencing strategies, explore the benefits of 'push' and 'pull' influencing styles and consider French & Raven's research on how to deal with four types of political power, from the wise owl to the sly fox. These frameworks have proved highly effective in 100s of development programmes we have delivered including; high potentials on the Treasury Catalyst programme, new starters in REDACTED and graduates in a large European bank.



Practical work-place skills for HM Treasury

Our initial thinking is to recommend one additional intervention to those listed in the tender - 'Practical work-place skills for HM Treasury'. This is based on analysis of feedback from both participants and line managers of the programme, highlighting a skill gap in very practical work-based skills such as chairing a meeting, prioritising tasks, managing your inbox and getting the most out of your line manager relationship. We propose a half-day session focusing on these topics or similar. Approaches to develop understanding could include a series of 'clinics' run by experienced policy officers providing their top tips on 'managing your time as a Range D' and 'getting the most from your manager'. We have run similar sessions with a graduate programme for a Global Finance Organisation, and the REDACTED New Consultant Programme, both realising immediate practical benefits to participant performance. To support this interactive session we would also suggest providing a step-by-

Clarity

"I worked best with someone I was supporting when it was clear that they were taking care over information being relayed – ensuring that that it was clear, concise, and that there was no ambiguity. It can feel like a power play when the PA is expected to sift through a huge amount of information and try to disseminate what is relevant and what is being asked of them"

Things to consider:

- Does your PA have a clear idea of what's expected of them?
- Does your PA know how they personally contribute to the bigger picture?
- Does your PA feel that work gets done in the best way possible?
- Are goals, priorities, policies, procedures and reporting lines clearly explained and understood by the PA?

👍 Ideal Scenarios

- You take every opportunity – 1:1s, team meetings, etc. – to communicate the vision, expectations and standards around how you and your PA need to work together and with others
- You keep your PA motivated by making it clear how their work fits into the wider organisation's goals
- Your PA knows the most efficient ways to get things done, and key people that can help

⚠️ Problems arise when:

- Your PA is not completely clear of what is expected of them

🗣️ What the PA's say:

"It's like a relationship – communication is so important. So give me all the information at the onset"

"Give me clear, concise instructions and add details / context where I will need them – it's easier for us both if I don't have to keep asking for more information for every request"

Top Tips:

- ✓ Discuss and ask your PA for his or her aspirations in the role then help with looking for opportunities
- ✓ Provide your PA with stakeholder maps to help them with getting to know who the key people are
- ✓ Hold regular update meetings with your PA to review progress and, as a team, decide how progress will be reviewed in the future (what measures? how often?)
- ✓ Ensure that PA's know the departmental objectives and how their personal targets link to these objectives
- ✓ Encourage your PA to ask clarifying questions when they are in doubt
- ✓ Communicate your work priorities to your PA so they are aware of your most

step guide for each skill area for participants to take away and refer back to after starting work. A similar approach we developed to support Senior Civil Servants called ‘Managing your PA’ (extract shown below) has been highly successful.

5.3 Our proposed methodology and solutions for designing and implementing the programme’s assessments for participants.

We will partner with your central project team to develop and execute an overall assessment approach, involving learning champions early on to design a blend of assessments for both individual sessions and the full programme. As well as providing data to track progress, it is critical that assessments enhance participant development and encourage application of learning in the work place. We propose an approach that achieves all three outcomes through combining the following activities:

- 1 **Relevant, practical exercises** such as the Economics task introduced to your programme in 2016. This activity invites participants with an economics degree to mentor non-economist-participants, cumulating in group presentations and peer-feedback. This task, co-designed with the economics supplier, enables the economists to practice translating economic theory into clear and useful messages for their inexpert colleagues, and the non-economists to practice ‘getting what they need’ from technical experts, thus developing and testing relevant work skills as well as economics knowledge. The task was deemed a great success and a significant improvement on the previous approach of multiple-choice testing. If we are to work with you on future programmes, we would continue to look for opportunities to design relevant and practical assessment approaches like this one.
- 2 **Reflective assessment methods** – alongside the above we would create a structured approach to encourage participants to reflect on; the impact of their experience; how it will make a difference in their roles; and actions they will take as a result of the module. This could also prompt thinking about their future development and second role, and could be used in parallel with the Woop action planning app described above. This approach could involve keeping a journal throughout the programme, as in our REDACTED programme, submitting a post-programme dissertation on the impact of the programme on my performance, as arranged on the REDACTED new leaders programme, or as with one global client, creating a class ‘year book’. For your programme we propose asking participants to complete a one page summary with a series of exploratory questions at the end of each module (see sample right). They would be required to discuss this with their manager to agree development actions, then submit their summaries to the core project team as an additional source of assessment and evaluation data.



- 3 Group quizzes** held within workshops could supplement the above and test group understanding of the subject matter. In a graduate development programme for a global financial organisation, we implemented quizzes using Kahoot, an online social learning tool. Quiz questions and answers are displayed on a shared screen which participants respond to individually using their mobile phones. As well as giving facilitators a snap shot of learning, with a chance to correct misunderstanding in the moment, data can be collected for evaluation purposes. Furthermore this type of social learning promotes discussion, deepening learning, and provides an enjoyable and engaging exercise. Cohorts can even compete against each other from different rooms to raise competition levels!



5.4 Outline of the evaluation principles and solutions we would employ to measure the impact of the programme on participants learning

We would work in partnership with your central project team to plan and execute an evaluation process that reports how development is delivering to objectives and tells the story of how this is being achieved. We propose utilising the Kirkpatrick 4-level evaluation approach:

- 1 Initial reaction to workshops
- 2 The extent to which skills, knowledge or 'learning' has improved over time
- 3 How participants' behaviour in their role changed as a consequence of the programme
- 4 Finally, how changing behaviour led to improved organisational outcomes

All online surveys would be delivered through Smart Survey, which has thoroughly tested and approved by REDACTED as meeting UK Government data security needs. In addition online evaluation responses would be anonymous to guarantee confidentiality.

We have provided an example evaluation framework for the graduate development programme below based on the approach described above. This is a work in progress which we would want to develop in partnership with you, to ensure we are creating an approach that provides the measures you need to satisfy your requirements and those of your stakeholders.

Example evaluation framework:

	Measure	Method
Reaction:	<ul style="list-style-type: none"> Post module evaluation forms Participant / manager anecdotal evidence Facilitator / trainer anecdotal evidence Attendance rates 	<ul style="list-style-type: none"> Participants to complete evaluation forms at end of each session Wash-up with key facilitators and trainers
Learning:	<ul style="list-style-type: none"> Post module evaluation against learning outcomes Quality of policy and economics presentations and written brief Evidence of enhanced practical skills 	<ul style="list-style-type: none"> Online evaluation 3 months after module one Line manager interviews Anecdotal evidence from DDs based on policy presentations Kahoot quizzes
Behaviour:	<ul style="list-style-type: none"> Base-line provided by recruitment data Progress against development plans Self-assessment at end of programme including awareness of changed behaviour Comparative development and performance vs. pre 2015 graduates 	<ul style="list-style-type: none"> Analysis recruitment data Mid & EOY appraisals (vs. pre 2015) Participants to complete end of module and end of programme reflective assessments
Results:	<ul style="list-style-type: none"> Retention, promotion rates vs pre 2015 Link to monitoring of policy professionalism standards 	<ul style="list-style-type: none"> Exit interview vs. pre-2015 data Stakeholder evidence (appraisals based evidence vs. pre 2015 data)

6.1 Overview

REDACTED are highly experienced in managing long-term complex projects – we have provided a high-level indicative project plan for the initial stages of the programme (from contract award to the first delivery date) to provide reassurance of our project planning approach and the rigour with which we approach projects of this size and complexity. We are adept at bringing together multiple contributors, whether client, consultant or content providers.

We are recognised as one of the largest providers of leadership development. Last year, we delivered over three thousand leadership development programmes globally. Many of our programmes are complex global projects delivered to stretching time frames. To ensure we can deliver to our client's satisfaction, we have evolved a robust, efficient and effective approach to project management.

- Delivery support team:** Our Project Management team ensure ongoing training and capability development of our dedicated project managers, who work with our clients to ensure that specific project and logistics needs are met. They are supported by our Administrative Team, who prepare materials and coordinate diaries for mobilisations, meetings, feedback and debrief requirements. The team is led by a Project Director, who is responsible for ensuring your ongoing satisfaction in the design and delivery of the programmes.
- Ability to mobilise within short timescales:** Our 320 people in the UK means we have the depth to enable us to respond quickly to your requests. Our clients come first and we do all we can to ensure that their needs are met while maintaining our quality standards. We have a dedicated Central Government sector team who are experienced and knowledgeable of the challenges facing your sector.

Given the complexity of the work we do with our clients, we often need to lead and work as part of consortia to deliver to client needs. This may be with other consultancies (including, REDACTED, REDACTED, REDACTED) or academic institutions (including REDACTED, REDACTED, REDACTED, REDACTED and REDACTED). We invest time in building these relationships. For example, we lead the consortium which provides learning and development for senior civil servants in UK in partnership with over 10 sub-contractors delivering on key programmes such as the REDACTED Basecamp, Commercial Skills for Leaders, Leading without Authority etc.

To ensure delivery of programmes with other partners and organisations, we keep an open line of communication and focus on building a long term relationship through:

- A dedicated consortium lead, accountable for ensuring the quality of our consortium partnerships
- Meeting regularly to share our respective values and talk about the implications for our work together (with the client and independently from the client)
- Discussing and drawing on our respective strengths.
- Agree and respect a clear charter for working together than enables us to provide feedback and utilise our diversity to generate creative tension in order to promote innovation.

For all these reasons, we believe we are the ideal partner to work with you to develop and manage the Graduate Development Programme. Below we have outlined our proposal for managing the full programme from design to delivery to evaluation on the subsequent pages.

Design

Our experience developing graduates and researching this population has provided us with keen insight into how to design programmes that excite, engage and encourage learning. For example, we know how much importance graduates place on technology. Our research tells us 46% of graduates want to choose their own technology in the workplace and 37% consider state of the art technology to be a key consideration in choosing their employer. Insights like these allow us to be a credible voice in supporting the HM Treasury's graduate development programme. Specifically we can:

- Develop content to ensure that programme modules are engaging and meet with suppliers and learning champions to help them to create learning tools such as case studies, course exercises, simulations that enhance the impact of presented information and delivery of the programme.
- We will also ensure:
 - That consistency and relevance of the programme against the guiding principles and skill framework is preserved (e.g. by meeting with all designers and reviewing session plans for all sessions to test for links, areas of overlap, achievement of objectives).

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- That HM Treasury values and policy principles are a running theme throughout the programme, underpinning the design and deliver of all elements (e.g. that all trainers make explicit links to the most relevant value or principle during delivery of sessions)
- That we align our own content with the needs, knowledge and skills of the learners so that they achieve learning outcomes in alignment with Treasury values and policy principles, and consolidate and apply their learning.



Risks associated with Design phase

Design represents various elements of the HM Treasury's graduate development programme on which the foundation of successful delivery and execution is built. We know that getting this stage right is crucial to our success in delivering this contract. We see the following risks that could derail us from being successful. We have flagged them and have a plan to mitigate them before they happen.

#	Risk	Consequence	Mitigation
1.	Imbalance of application and content of the programme	<ul style="list-style-type: none"> Perceived as too theoretical and academic, ultimately creating difficulty for participants in translating learning into action. 	<ul style="list-style-type: none"> Keep action on the job as the real purpose of a programme Balance focus on frameworks for deep and rich learning and its applicability in the workplace
2.	Poor integration with design elements of Lot 2	<ul style="list-style-type: none"> Programme does not come across as a coherent jointed whole limiting its intended impact on the participants 	<ul style="list-style-type: none"> Share design principles with provider of Lot 2 and ensure consistency both in design and evaluation Allocate dedicated time to speak with provider(s) of Lot 2 to understand its content and make appropriate links with the rest of the programme
3.	Delays in design of the programme	<ul style="list-style-type: none"> Can derail the schedule and the promise of HM Treasury's graduate development. 	<ul style="list-style-type: none"> Keep the communication channels open with relevant stakeholders in HM Treasury Flag risks and delays on a weekly basis so it can be resolved in a timely manner
4.	Poor mobilisation leading to mis-understanding or mis-alignment of goals e.g. on assessment or purpose	<ul style="list-style-type: none"> Participants and HMT feel that the programme is not suited their requirements. Or that it attempts to meet competing interests and fails 	<ul style="list-style-type: none"> Ensure mobilisation activities and workshops build consensus and understanding amongst all parties

Delivery

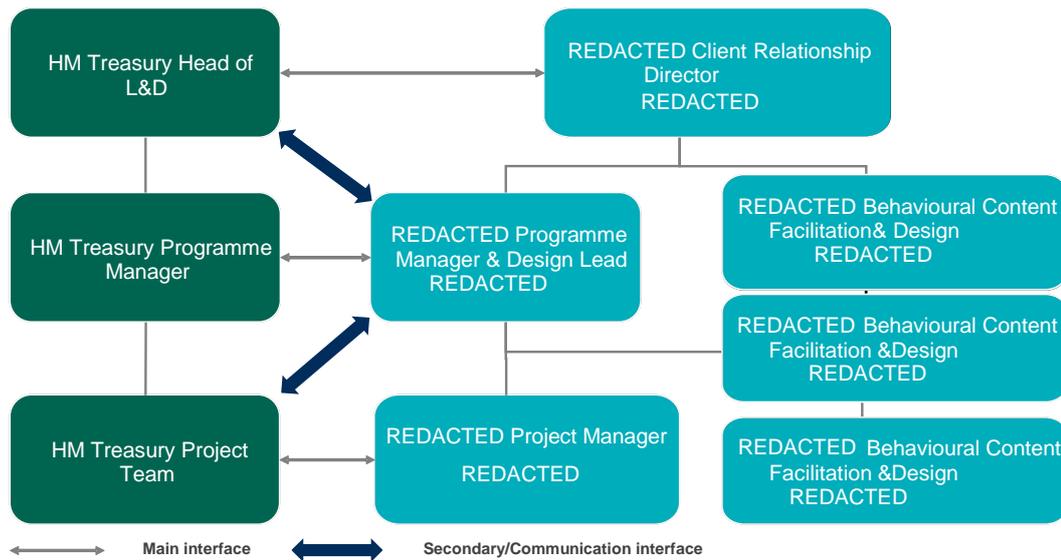
We understand that flawless delivery and execution represents the nerve centre of the graduate development programme for HM Treasury, and is critical for the overall success of the programme. We would deploy the following resources and skills to support the achievement of delivery objectives:

1 Single point of contact

REDACTED will be the single point of accountability for the programme as the overall Project Director. REDACTED has extensive experience working across the public sector. Specific relevant experience includes programme management of a large international leadership development programme for a healthcare technology provider, including design, piloting, facilitation and quality assurance and design and delivery of an eighteen month graduate development programme with a large European bank (referenced in case-study 2).

2 Structured project organisation

We would also use a structured project organisation to ensure constant communication and involvement of all key stakeholders from HM Treasury. An illustration of the project organisation is shown below.



3 Dedicated programme management centre/resources

REDACTED will be the dedicated programme management resource on this programme. This will enable a central point of contact so that any changes in any aspect of the programme can be dealt with smoothly. This reduces significantly the demand on your in-house resource. All of our consultants are employed by REDACTED, and any associates we do use are subject to rigorous assessment and quality management. The use of associates and/ or partners would appear seamless to you if used, and we only use them to bring in a specific skill set.

4 Skilled consultants and associates

To ensure smooth delivery of the HM Treasury Graduate Development Programme, we will use consultants who have who have extensive experience of designing and delivering developmental programmes across the public and private sectors. In addition to that, we can access delivery resources from our established partner network which includes some of the best UK business schools and specialised consultancies if it adds value to the delivery. We have delivered in partnership many times in government sector, and have tried and tested working arrangements that we know deliver improvement. To give you an example of our capacity, we are currently delivering the REDACTED Contract for all REDACTED and have previously delivered UK's largest ever leadership development programme in health.

Risks associated with Delivery

We have identified the following risks to delivery: following risks that may compromise the effectiveness and success of this programme.

#	Risk	Consequence	Mitigation
1.	Poor attendance due to work pressures	<ul style="list-style-type: none"> Programmes run with less number of people than optimal which may have an impact on participant experience Some graduate participants may not have benefit of learning for certain modules they miss 	<ul style="list-style-type: none"> Ensure strong communications with participants which is a key factor to increase levels of participation – including sponsorship from senior HMT representatives Keep graduates informed of the reasons and benefits of completing the pre work (as applicable) and attending each module Continue communications with reminder emails between planned programmes
2.	Poor quality of supplier material/facilitators	<ul style="list-style-type: none"> Loss of credibility and reputation of the overall programme Quality of facilitators will have an impact on the quality of delivery limiting the learning achieved by the participants 	<ul style="list-style-type: none"> Monitor of what's happening regularly to identify and resolve problems quickly Turn suppliers/deliverers into a business partner which helps mitigate this risk Communicate our understanding of the context of this programme and would ensure that the metric of customer satisfaction is built in the evaluation and work with the content provider to make it an integral part of the design and delivery
3.	Interruption to scheduled programme(s)	<ul style="list-style-type: none"> Last minute cancellations that will have a negative impact on the schedule of programme and participants Loss of credibility and reputation of the programme 	<ul style="list-style-type: none"> Maintain a clear set of learning objectives and detailed description of all aspects of the programme Keep contact with applicable providers to ensure that there are other facilitators who can be quickly mobilised and take over the running of the programme if required

Evaluation

Our approach to evaluation has been summarised in our response to Question 5.4. However from a programme management perspective, we see the following risks to delivery of good evaluation data and insight

#	Risk	Consequence	Mitigation
1.	Lack of interest from participants to provide evaluation data	<ul style="list-style-type: none"> Limited feedback available to refine and fine tune the programme in light of the participants' views 	<ul style="list-style-type: none"> Communicate the ask on feedback as soon as possible Ensure it is easy and quick for participants to provide feedback Use different channels to collect evaluation data (surveys, phone calls, observations during the programme etc.)
2.	Lack of meaningful data from programme evaluation	<ul style="list-style-type: none"> Wastage of man-hours and systems to collect and analyse feedback Data collected does not provide insights to improve the programme 	<ul style="list-style-type: none"> Connect with HMT stakeholders to test questions that we need to ask to ensure we collect meaningful evaluation feedback data Focus on both quantitative scaled answers and qualitative descriptive responses

6.2 Stakeholders

This project requires involving multiple stakeholders, and our approach would repeat the successful approach we have taken with your GDP as evidenced from the feedback.

The way these results were achieved, and will continue to be achieved, is through a clear segmentation of stakeholders (recorded in a stakeholder matrix) and an engagement plan to implement the stakeholder mapping at the outset of the programme, agreed with the HM Treasury programme team. We would anticipate continuing to segment the different stakeholders as follows:

- 1 Module sponsors** – They have overall sign off on workshop design and in doing so will provide assurance that the modules are accurate, fit for purpose and relevant. We will meet them to agree module design and sign off final designs. From the GDP, we also know that this role provides an effective escalation point for any risks associated with the module
- 2 Learning champions** – We will work with you to agree learning champions for each module. They work with us on design, materials and arranging speakers. We found on the GDP that this group particularly benefitted from help with:
 - Support connecting their workshops to others
 - Balancing theory and technical knowledge with experiential learning
 - Getting the pace right
 - Creating space for participants to discuss and reflect on their learning
 - How to appeal to a range of learning styles
- 3 HR central learning and development team** – Our Project Director will work closely with this team to ensure you are kept fully abreast of programme development and progress towards project milestones. She will ensure this programme is coherent with the rest of the HR and central learning offer, and achieving the desired programme objectives.
- 4 Speakers** – In addition to the learning champions, individuals will be identified to speak on the programme. We will make sure they are fully mobilised by meeting with them 1:1 to make sure they understand the wider context of the programme and receive any support they need in preparing their contribution.
- 5 Other suppliers** – Another supplier will be providing courses in Lot 2, so it is crucial that we work closely with them to ensure consistency in approach for the participant. Our design lead will meet with them to ensure they understand the design principles of the programme and can see how modules in Lot 2 fits in the context of the broader desired learning outcomes.
- 6 Senior sponsors** – We will work with you to develop appropriate communications for senior sponsors and other managerial personnel so they understand the programme and its intended outcomes. We will also be involving them in evaluation both to understand the impact the programme has had on participants and to check the learning outcomes remain relevant to their context.

Great at handling stakeholders, owns the programme completely...I feel 100% confident in [REDACTED] ability both delivering courses and designing" REDACTED, Head of People Change

"REDACTED have an excellent reputation within HMT, they are credible and understand our organisation" REDACTED, Head of Management Excellence

We place significant emphasis on our partnership with you. This means regular programme management meetings and discussions, co-design and co-ownership of the programme and frequent sharing of insights from the participants and stakeholders. We will ask for your support in mobilising our facilitators, to ensure that there is a consistent level of understanding to enable facilitators to ground the programme in the reality of the participants.

6.3 Delivery of behavioural development content

We will co-create and co-own behavioural content with you. For example, before the behavioural content goes for delivery, we will iterate the design through a design working session, between HMT and REDACTED core team members. Whilst we will have an indicative outline for the programme by this time, we would want to work closely with you to get the best of our expertise in designing impactful programmes, and your know-how of the context.

We know that the manner in which behaviour change interventions are delivered will impact significantly on their effectiveness. We also understand that careful consideration needs to be given to the environment, personal circumstances of participants, staff attributes and the process of delivery. There is also evidence to suggest that interventions with a clear and coherent theoretical grounding (such as the Emotional Intelligence model) are more effective in producing longer-term changes in behaviour than those with no theoretical base.

To ensure we deliver behavioural content in a way that maximises impact, we will:

1 Assess organisational and participants' objectives

Before we start developing the behavioural development programme, we make sure that we understand the organisational intent of HMT from this programme and the learning goals for the participants. This sounds simple, but we do not take this critical step for granted. Key questions we ask are: what do you value, what do you believe in and what behaviours would you want to reward and recognise when people are observed doing it right?

2 Contextualising the programme for HMT

We know that there aren't universal values that apply to everyone. HMT is a unique organisation, and its goals are different from the ones needed in another organisation. With this insight, we know that there are not 10 or 12 skills that magically work for everybody. We understand the Treasury and also know that the behavioural programme should enhance skills that are relevant in the context of HMT.

3 Focus on practical application and real world examples

We know that behavioural development content is only as good as its practical applications. Whilst we will reach deep into people's underpinning assumptions, we do so in a practical way. We will use case studies and examples that are both current and relevant. We will also pick facilitators for the programme who have a good track record of delivering such programmes. Otherwise, we know that participants won't embrace the learning.

4 Minute planning of all logistics to ensure flawless execution

We know that sloppy execution can reduce the impact of an otherwise well designed and delivered programme. We will engage with you and our delivery consultants/associates on minutely planning all relevant details with reference to scheduling, venue, prints and materials, communication to participants etc. to ensure that we execute the delivery of behavioural content smoothly and without any last-minute surprises.

Risks

We know that understanding and accounting for the simple things that can derail a development experience is essential for delivering results for both the short- and long-term health of the programme. We anticipate the following risks to the behavioural component of the programme

#	Risk	Consequence	Mitigation
1.	Participants don't feel that they are able to apply behavioural development in the work place	<ul style="list-style-type: none"> Disengagement of participants impacting on potential retention and poorer performance as participants fail to consolidate their learning. 	<ul style="list-style-type: none"> Provide forum to review and reflect on application of learning and share ideas with peers Ensure, through course design, that behaviours and learning are appropriate and relevant to the business. Raise aware of expectations with line managers and senior leaders through training and briefing ahead of the programme.
2.	Lack of buy-in from participants	<ul style="list-style-type: none"> Participants fail to see the value in the behavioural development and therefore the programme fails to deliver on the objectives 	<ul style="list-style-type: none"> Ensure clear communication and articulate the rationale for, and benefits of the programme Clarify for participants on how this programme interacts with rest of the development programme
3.	Behavioural development sessions come across as generic suggestions and not contextualised for Treasury	<ul style="list-style-type: none"> Participants do not think that the programme is contextualised for Treasury and accounts for work and situations that the graduates encounter in their job Participants do not see the how the behavioural development offered to them is any different to ones being offered to others at more senior levels 	<ul style="list-style-type: none"> Conduct mobilisation sessions for all faculty on the programme, including designers, to ensure they understand participant needs and competencies underpinning the programme. This will include written briefing packs on what has and hasn't worked in the past. Provide structured feedback to contributors in order to improve performance where necessary, and if appropriate take corrective action. Review at the end of each programme what worked well and what could be improved, so that we are continually quality assuring our practice and the impact learning approaches are having on the participants and their projects.
4.	Behavioural development content does not achieve the objectives and outcomes it set out to	<ul style="list-style-type: none"> Added value to HM Treasury is diminished and disappointing ROI damages buy-in for future cohorts 	<ul style="list-style-type: none"> Clear outcomes and objectives for programme Regular evaluation to test achievement of these outcomes and implementation of lessons learnt On-going review and development of content reflecting feedback from participants and line managers
5.	Despite achieving outcomes, behavioural development is not well received and loses credibility	<ul style="list-style-type: none"> Loss of credibility with participants/HMT diminishes the benefit of the investment and increases the challenge of engaging stakeholders for future cohorts. 	<ul style="list-style-type: none"> REDACTED supports trainers to ensure workshops are innovative and engaging Rigorous review of content before being approved by workshop sponsor On-going development of content reflecting on feedback from participants, line managers and other business stakeholders

6.4 Additional support staff

It is our normal practice for consultants to remain with a project for its duration. You will have noticed this in your previous work with us. By allocating a small, experienced team to the project, we build in internal cover in the highly unlikely event of illness or personal

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circumstances preventing an individual from continuing their involvement. Each member of the team will be working across the whole programme and will therefore get to know your people and the shape of the programme as whole.

We have a dedicated Central Government Team made up of consultants who understand this sector, its priorities and challenges, and the environment participants are working in. Furthermore, our partnership with REDACTED to deliver development interventions for all REDACTED give us access to a pool of 20+ facilitators highly experienced in running workshops tailored for REDACTED.

Given the breadth and depth of the REDACTED organisation (with 7000 employees globally and 300 consultants in the UK), we are fully equipped to deliver the needs at HM Treasury. Our project managers are part of our PMO organisation. We take a structured, standardised approach on our staffing related to project support and if we need additional personnel to support the project, other members of the PMO would easily be able to understand and pick up the project. This career path gives access to a breadth of expertise and resource in the unlikely event of there needing to be a change of staffing. This would be done in conjunction with the project director and HM Treasury staff to ensure a seamless transition and thorough knowledge exchange.

We understand that there may be aspects supporting HM Treasury delivering this programme that may need additional resources to cover the entire workload. If that is needed and we cannot cover the demand using resources from our dedicated PMO, we can use additional support from our associate pool. Though these people are typically not REDACTED employees, we have worked with them extensively to familiarise and accredit them in our practices and ways of working, and in many cases they are accredited in our methodologies. An Associate incorporated, as part of the project, will be managed by REDACTED and the Project Director.

6.5 Core values and quality of service

- 1 We understand how important it is to ensure that HM Treasury values (challenging, appreciative collaboratively and open) are a running theme throughout the programme, underpinning the design and delivery of all elements. As your graduate recruitment states: *‘Values are everything to us at HM Treasury. They guide the way we work and shape the culture - every day’*. We regularly incorporate client values into our programmes, whether it’s REDACTED and REDACTED in their high potentials programme or infusing the REDACTED with the focus on person-centred care. In the same way, we will use our experience and knowledge gained working with you to weave HM Treasury’s values throughout all of the different programme elements. Specifically, we will undertake the following to meet and embed the Authority’s core values into the programme:
 - a **Align the design of learning programmes with HM Treasury values**

Key questions we ask ourselves are how the HM Treasury values impact the organisation and its stakeholders, and how can we align the programme to address these?
 - b **Link overall development to HM Treasury values and mission**

Studies continue to show that today’s workers want more than just a pay slip; they want their work to contribute to something larger than themselves. The Treasury is an almost unique position amongst employers to make the connection between mission and values. Therefore in programme design and support to module leaders we will seek to reinforce purpose and values, thereby influencing culture.
 - c **Take time to reflect on content with a view on HMT’s values**

It’s hard to step back from an experience “in the moment,” so reflection is important. We know that thinking about values in this context is important in supporting HM Treasury’s future leaders, and we will ensure to integrate reflection time in our programmes to increase opportunities for participants to connect their learning in the programme with HM Treasury’s values.
- 2 It sounds obvious, but we know how important it is that all our staff, subcontractors and associates actually know what your values are. As part of our mobilisation for this contract we will ensure that they are understood and adopted throughout design and delivery. Additionally, we will expect all staff working on the contract to live by them and use them in our daily interactions – with participants, HR staff and senior stakeholders.

Our attitude to quality assurance is formally certified to ISO standards for quality (ISO9001:2008); information security (ISO27001:2005) and environmental management (ISO14001:2004). We only use consultants and associates who are passionate about working in the sector, the work they are delivering, and who are determined to do the best possible job for our clients. These quality systems encourage ongoing review and development of our work and we will use this a mechanism to continually check our adoption of HMT values throughout the programme. Additionally, we would encourage the steering group to use the adoption and embedding of HMT values as one of the success criteria for the contract.

7.1 Commitment to Cyber Security

The exposure to and safeguarding of highly confidential data is of paramount importance to REDACTED business, and a key feature of its longest lasting client relationships is the level of trust clients place in REDACTED. That trust is built by REDACTED risk assessments of and implemented protections against the cyber threats it faces in the delivery of its services. REDACTED engages with clients across a range of industries across both private and public sectors.

REDACTED fully supports HM Government's (HMG) mission to raise the overall cyber resilience UK's industries. To that end REDACTED has utilised HMG's Cyber Resilience Framework to identify, monitor, mitigate and control the threats from its cyber threat landscape.

Cyber Essentials Certificate

REDACTED have successfully attained Cyber Essentials certification. Assessment of REDACTED technical security practices and controls were assessed by IASME (one of four Accreditation Bodies able to certify to Cyber Essentials). A copy of the relevant certificate is provided here as part of our submission for the Graduate Development programme for HMT (CCZP16A29).

REDACTED Cyber Security Controls

REDACTED operates an independently ISO 27001:2013 certified Information Security Management System (ISMS). The ISMS requires REDACTED IT security policies and procedures to have the backing of senior management and create a continually improving security framework.

REDACTED has ensured the core set of security controls which Cyber Essentials defines for all organisations form part of the ISMS. Senior management ensures suitable resources, based on risk assessments are made readily available. Enabling REDACTED to mitigate the risk of cyber-attacks in all their forms.

The key risk areas Cyber Essentials identifies are listed below along with a summary of REDACTED controls:

1 Boundary firewalls and internet gateways

Multiple firewalls provide traffic filtering, web filtering and intrusion prevention services. Firewalls at critical points are deployed in pairs to ensure resiliency in case of failures. Network devices are managed using well known and accepted configuration management software. All points of internet presence are protected by firewalls, and internal network segmentation is maintained using dedicated firewalls. All firewalls report to REDACTED Security Incident Event Management system which is monitored 24x7.

2 Secure configuration

All systems are configured with security fully integrated in a way that meets the scale and scope of attacks faced by REDACTED. A Systems Development Life-Cycle (SDLC) is in place and REDACTED develops all systems under the guidance of the SDLC. This includes system security requirements, testing, as well as processes for keeping the system operating securely throughout its lifetime. The SDLC requires thorough documentation and disciplined use of version control process as well as prescribed methodologies for development, testing, and implementation.

3 Access control

A Roles Based Access Control system is operated based on the principle of least privilege. Users cannot change their own access rights without receiving approval from appropriate data asset owner. Only authorised IT administrators can process access control changes.

4 Malware protection

Anti-virus and malware software is deployed to all laptops, PCs and servers that will deliver services to HMT. It blocks threats in real time including: including system- and memory-based attacks, malicious documents, zero-day malware, privilege escalations, scripts and potentially unwanted programs

5 Patch management

Patches supplied by REDACTED security and IT vendors are tested and deployed to systems and servers within 24 hours of being provided. IT Network, Systems and Security operations design, deploy and monitor patch management.

REDACTED provided and completed the full Cyber Essentials questionnaire that goes into further detail in its controls for these five risk areas. After provision and assessment by a Government approved certification body REDACTED were awarded the Cyber Essentials certification.

In addition to Cyber Essentials certification, REDACTED continue to actively update itself with the independent and expert advice of the National Cyber Security Centre. Assisting its ongoing risk assessments and reviews of IT security policies and procedures.

7.2 Information Security Management System (ISMS)

REDACTED operate an Information Security Management System (ISMS) that is aligned to the ISO27001:2013 standard. It incorporates a vulnerability scanning and testing regime that is comprehensive. It covers all platforms, infrastructure and end points used by REDACTED to deliver services to HMT.

Penetration testing on REDACTED systems is undertaken by its clients or by their chosen testing supplier in accordance with REDACTED Audit Compliance Agreement. Results from these tests remain confidential between REDACTED and client. Internal test results are not provided to third parties as a matter of policy to ensure the ongoing robustness of the security posture of REDACTED.

The UK based REDACTED servers underwent an external penetration test in January/February 2016. It was undertaken by [Context Information Security](#) (CIS). CIS are a member of CREST and a subscriber to the CESG CHECK Scheme. CIS found 28 issues. These consisted of six medium impact issues, twenty low impact issues and two informational issues. As of 4th November 2016, 5/6 of the medium issues have been remediated. The final medium and low issues are scheduled for remediation. All informational issues have been noted and being monitored where necessary.

A summary of the specific testing associated with our servers is outlined below:

REDACTED vendor	Hosting location	Security measures
Microsoft Azure	Virginia, USA	Regular vulnerability scanning undertaken by REDACTED Security Operations Team. Critical and High vulnerabilities identified are remediated as soon as reasonably possible after discovery. Rescanning is performed to ensure remediation actions were successful.
Rackspace	London, UK	System undertook a penetration test in Jan/Feb 2016. Regular vulnerability scanning undertaken by REDACTED Security Operations Team. Critical and High vulnerabilities identified are remediated as soon as reasonably possible after discovery. Rescanning is performed to ensure remediation actions were successful.

7.3 Data Centre Access

REDACTED utilises two data centre providers to deliver its services. One is provided by Microsoft Azure and the other by Rackspace. Both centres host hardware that is dedicated to storing, processing and transmitting REDACTED and its client's data only. Non-REDACTED data centre operatives do not have direct access to this data.

Access to REDACTED data is restricted to authorised REDACTED personnel by the use of encrypted keys.

Access to REDACTED servers in the centres is available only to authorised REDACTED personnel via a managed firewall locked down to specific IP addresses. Web servers are located in front of a demilitarized zone (DMZ) with the database servers securely hosted behind it.

All communication between the local REDACTED hardware and the data centres is encrypted.

REDACTED vendor	Hosting location	Security measures
Microsoft Azure	Virginia, USA	<p>All Microsoft Azure Data Centres maintain state-of-the art physical security, including 24x7x365 interior and exterior surveillance, environmental protections and extensive secure access policies.</p> <p>Azure data centres operate an ISO 27001:2013 certified Information Security Management System (ISMS) that includes controls and ongoing risk management for physical security and service availability. The ISMS is independently audited on an annual basis.</p> <p>The three key physical security risk areas and control details are:</p> <p>Perimeter</p> <ul style="list-style-type: none"> ■ Security staff in place around the clock ■ Facility setback requirements ■ Security barriers and fencing <p>Buildings</p> <ul style="list-style-type: none"> ■ Alarmed ■ Security operations centre ■ Seismic bracing ■ CCTV cameras <p>Computer rooms</p> <ul style="list-style-type: none"> ■ Two-factor access control: biometric and card readers ■ Security cameras ■ Days of back-up power
Rackspace	London, UK	<p>Keycard protocols, biometric scanning protocols and 24x7x365 interior and exterior surveillance monitor access to every the data centre.</p> <p>Only authorised data centre personnel are granted access credentials to Rackspace data centres. No one else can enter the production area of their data centre without prior clearance and an appropriate escort.</p>

7.4 Independent Security-related Certification

REDACTED in the UK is ISO 27001 certified – meeting the global standard for information security and data protection. This independent award demonstrates that REDACTED is at the leading edge of industry (fewer than one percent of British businesses have achieved the accreditation so far). Client confidentiality and proper use of personal data are essential to

our work, which is founded on rigorous insight into people and organisations. We take pride in the quality of its client relationships, many of which stretch over a period of decades. For example our pay and reward database holds sensitive information on the remuneration for some 600,000 jobs in the UK alone. Rigorous controls exist to ensure the security of this data and ensure individual identities are not recorded as part of data capture.

The exposure to and safeguarding of highly confidential data is of paramount importance to REDACTED business, and a key feature of some its longest lasting client relationships is the level of trust clients place in REDACTED by doing business with them. Our operational and security procedures, which make up our ISO 27001 certified information security management system, are designed to support and develop relationships of this kind.

A copy of our ISO 27001 certification is attached to our response.

7.5 Pre-employment checks

The physical security section details the restrictions on non-REDACTED data centre operatives' access rights to REDACTED data.

All REDACTED personnel undergo background and reference checks prior to joining the firm. All formal offers of employment are contingent upon the prospective employee submitting to background checks and meeting the Firm's requirements, which include criminal and financial checks, education verification, employment verification and reference checks. Once accepted, new employees must familiarize themselves and acknowledge via signature that they have read and agreed to abide by all of the Firm's security policies and practices, including IT and data security. Existing employees must also undergo annual security refresher training.

The policies and practices which all staff are required to understand and acknowledge include:

- Code of Business Conduct and Ethics
- Insider Trading Policy
- IT Security Policies and procedures
- Employee Personal Data Protection Notice
- Anti-Corruption Policy
- Agreement to protect confidential information

In addition we can confirm that any staff who are required to work unsupervised in HM Treasury premises will undergo National Security Vetting to Counter Terrorism Check level where they do not already hold this, or a higher level of, clearance.

7.6 National Cyber Security Centre's 15 Good Practice Measures

REDACTED has reviewed its internal IT security Policies and procedures against the National Cyber Security Centre's 15 good practice measures for protecting bulk data sets.

Each of NSC's 15 good practice measures is divided into three sub-sections:

- 1 Describes an ideal situation.
- 2 Rationale behind that situation
- 3 Traffic-light system against which to judge your actual holdings.

REDACTED have graded their level of adherence against each of the ideal situations described (full, partial, low)

Section	Practice no:	Level of adherence
What are you protecting?	1	Full
	2	Full
	3	Full
Who has access to your data?	4	Full
	5	Full
	6	Full
	7	Full
How is your system designed, implemented and operated?	8	Full
	9	Partial (under REDACTED review)
	10	Full
	11	Full
	12	Full
	13	Full
	14	Partial (under REDACTED review)
	15	Full

7.7 Data Protection

Responsibility for updating and dissemination of the REDACTED data protection policy rests with the designated Data Protection Officer. The policy is regularly reviewed to reflect changes in legislation, best practice and the internal structure or policies of REDACTED.

All staff are obliged by their terms of employment and our commercial contracts to comply with the conditions outlined in our data protection policy. The accompanying 'Practical Steps' document which is provided to all employees contains detailed guidance and is considered by the Firm to be a part of this policy.

Data that requires protection includes primarily personal data, as defined in the Data Protection Act 1998 (DPA) or commercially sensitive data, defined by the reputational or financial damage it could cause our clients if communicated to unauthorised parties.

REDACTED has signed the Information Commissioner's Office (ICO) Register of Data Controllers, reference number Z5573395. Registration is undertaken as part of a corporate commitment to transparency and belief in upholding the principles of the DPA.

To conduct its business, REDACTED needs to collect and process certain types of information classified as personal data by the DPA. Data is held on past and present client's, supplier's and REDACTED employees. All personal data collected is and will be used in strict accordance with the DPA, regardless of the medium in which it is stored or presented.

Lawful treatment of personal data by REDACTED is deemed of vital importance to the achievement of organisational objectives, including the trust between ourselves and our clients. To this end, REDACTED endorses the 8 principles of the DPA.

Therefore, REDACTED, through appropriate management and strict application of criteria and controls:

- Observes fully the conditions regarding the fair collection and use of information
- Meets our legal obligations to specify the purposes for which personal data is used
- Ensures material that would prejudice our client's commercial objectives is allocated the same high level of security as personal data
- Collects and process appropriate information only to the extent that it is needed to fulfil our operational needs or to comply with any legal requirements
- Ensures the quality of information received is preserved
- Ensures the information is held for no longer than is necessary
- Destroys relevant paper based records via vendor who is a member of British Security Industry Association (BSIA), professional trade association for the security industry in the UK
- Ensures the rights of people about whom information is held can be fully exercised under the Act (i.e. the right to be informed that processing is being undertaken, to access one's personal data, to prevent processing in certain circumstances and to amend data that is regarded as incorrect by the data subject)

- Takes appropriate technical and organisational security measures to safeguard personal data
- Ensures that personal data is not transferred outside the European Economic Area (EEA) without safeguards equivalent to those observed within it – at present the solution proposed in this response would result in some personal data being stored on REDACTED servers in the USA.

To assist in achieving compliance with the 8 principles of the DPA, REDACTED:

- Has appointed a Data Protection Officer of appropriate seniority with specific responsibility for protection of personal and commercially sensitive data within REDACTED
- Created a dedicated data protection team charged with assisting all REDACTED staff in understanding and applying the DPA and to ensure a regime of continuous improvement - this team meets monthly
- Informs staff about what constitutes personal and commercially sensitive data and how it should be used and protected
- Has implemented systems that protect data with the appropriate level of security (for example password protection, back-up or encryption) for the type of information and medium required to deliver our services
- Proactively observes and applies best practice as advised by the ICO
- Conducts a quarterly risk assessment of the confidentiality, integrity and availability of personal and commercially sensitive data within REDACTED including an audit of employees portable data devices
- Has undergone an external audit of our information security policy and procedures, which included those relating to data protection - the latest audit, by QMS International PLC, was successfully completed in December 2015.

ANNEX 5 – CLARIFICATIONS

1	Does HMT expect assessments to be specified beyond level 2, (e.g. beyond change of knowledge to application on the job). Would the criteria for how that is measured be worked out between the HMT and the supplier?	Yes, assessments should go beyond level 2. Criteria will be worked out between the Supplier and HMT (including Learning Champions, Senior Sponsors and central L&D team)
2	Does HMT expect Suppliers to improve on current evaluation levels?	The programme has gone through 4 cycles. HMT has data on what is successful and unsuccessful in terms of assessing the application of learning. HMT would expect Supplier to use their specialist knowledge to analyse this data and recommend how assessments might be improved.
3	Which competencies are pupils assessed on in the Assessment Centre?	The generic Civil Service competencies.
4	There are internal Sponsors for each of the sessions. How many Sponsors do you have in total?	Roughly 15-20 Senior Sponsors and the same number of Learning Champions.
5	Will September's 2015 graduates be finishing their first cycle in February 2017?	Yes, September 2015 graduates are about to finish their first 18 month post and will rotate to their next assignment.
6	Have the September 2015 graduates submitted a bid for their ideal next assignment?	Yes, the bid is supported by a 'why', (i.e. what they have done over the last year that supports their decision). 90% of graduates in this rotation have received their first or second choice of posting.
7	Why are HMT taking this requirement out to market again?	The current contracts have almost expired and changes to Civil Service Learning's gateway process means the requirement can no longer be delivered via CSL.

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8	Are HMT expecting the Supplier to manage liaison with the graduates over 'logistics' (e.g. if they are off sick or want to change modules?)	Yes, but the Supplier would be supported by the HMT team who can provide internal information where necessary.
9	Lot 1 Module 2 is 4 days, will the Supplier be expected to attend the whole period (e.g. to oversee the sessions delivered by HMT staff) or would the Supplier attend only the periods they deliver?	For HMT led sessions, the Lot 1 Supplier is expected to be involved in the pre session planning (design and discussions as to how the session would work) and for post session assessment, but the Supplier is not required to be present on the day.
10	Would the original design for sessions come from HMT, which the Supplier then adds to?	For HMT technical knowledge sessions, yes, as the supplier will not have the specific knowledge. The role of the Lot 1 supplier is to 'bring the knowledge to life' (i.e. design content delivery using their knowledge of learning styles) and ensure that the content exemplifies best practice. The Supplier would work with HMT staff to establish the priority learning points in their respective areas and how best to deliver them. HMT knowledge sessions are roughly 50% of the full programme content.
11	Would the Supplier be responsible for booking HMT contributors (i.e. those delivering the sessions) onto the modules or will HMT do this?	Yes, HMT would want the Lot 1 Supplier to manage this, but with support from the HMT L&D team to help deliver.
12	Are HMT able to describe their project team and suggest how the supplier can partner with that?	Unfortunately not at present.
13	Are Suppliers expected to design and deliver the oral communication session scheduled for April 2017?	Potentially yes. HMT would prefer to try to pilot new material in the April programme, which may involve a re-design of the content, in time for September's programme.
14	Will HMT want support with onboarding the new range D posts?	No. HMT will do this.
15	Does 'oral communication' training mean training for delivering briefings, or does it mean a broader spectrum of communication (e.g. person to person)?	HMT is keen to explore this with new Suppliers. The training currently contains a session called 'Personal Impact' which focusses on a graduate's personal style, presentation, and pitch of delivery. The current scheme is focussed on delivering briefings, but HMT would like the Supplier to tailor this further to HMT (e.g. what are senior HMT staff looking for in presentations).

16	What is the difference between Lot 1, modules 3 and 4?	The rotation of the sessions (HMT technical and skills). Depending on the area of work each graduate cohort is based in, the cohorts receive a mix of the same sessions at different points across modules 2, 3 and 4. This is to ensure they receive the business relevant sessions upfront.
17	Is training held externally (e.g. outside HMT)?	Yes
18	Is Lot 2, 4 or 5 delivery days?	It is 4 days teaching, 0.5 days of presentation and 0.5 days for marking the assessments. This can be flexible if needed.
19	How many delivery days are anticipated for Lot 1?	4 days in total, but this can be flexible if needed.
20	Does HMT have any preference as to whether they would like the Lot 1 Supplier to deliver all of Lot 1, or would they be happy for the Supplier to engage sub-contractors?	No preference as long as it's the right product for HMT.
21	Is there any scope for amalgamating the modules that overlap, without reducing the number of delivery days?	At present the modules are separated for specific reasons, but HMT would be willing to hear suggestions for amalgamation from Suppliers.
22	Does HMT have an estimate of how much administrative / project management availability they would like from the Supplier?	Indicative figures are set out in Appendix E.
23	Does HMT expect the Supplier to log training on the Learning Management System?	HMT doesn't currently use a Learning Management System to log training. The graduates log their own.
24	Would the Supplier's IT systems be expected to integrate with GSI systems?	No. The only restriction is that nothing designated classified can be communicated over a non-GSI network.
25	Should Appendix E, tables A and B contain only one programme cycle each?	Yes. Table A will contain the costs for delivering the September graduates' programme, whereas Table B will contain costs for delivering the April graduates' programme.
26	Where should costs for any refresh / review of content in year 2 be included in Appendix E?	The majority of design costs are expected in the first cycle. Work undertaken to tweak existing content (rather than designing new content) should be considered as part of the bi-annual 'content refresh' for each cycle. This is included in Table D.

		Costs for completely re-designing new content from first cycle (e.g. if content is unsuccessful in the first cycle and needs to be completely re-designed) should be included in the 'rate card'.
27	Can additional rows be added to the table in Appendix E?	Yes, provided that it is clear what is being charged and when the charge will apply. All additional charges must be included in the final total at the bottom of each table.
28	Can assumptions be inserted under the tables in Appendix E?	Yes.
29	Does the 6 page limit for page 6.1 include the project plan and RAID log?	No.
30	What are the 'additional support staff' referred to in question 6.4?	This refers to the Supplier's ability to provide additional staff at all levels should the volume suddenly change, or cover for absence of key staff.

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

Not Applicable

ANNEX 7 – CHANGE CONTROL FORMS

**Contract Management Guidance – Template #10
CHANGE CONTROL FORM- General – v. 4**

Contract Name:

Contract Ref. No.

[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance]

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change Control Process map: **Change Management Process**

CUSTOMER CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:

[name/ job title/ organisation]

CCN Reference:

[unique ref. No., as recorded in Change Control Register]

Source of change:

[Customer/ CCS/ Supplier]

Date CCN
Raised by
relevant
party:

STAGE 1 - CUSTOMER

Summary of proposals/
requirements

This is a variation to the contract between the *[insert authority]* and *[insert supplier]*.

The Terms and Conditions of the Contract apply but with the following amendments:

Reason for change: *[change in customer requirements; savings initiative; change in law/ regulations etc]*

Proposed payment:	<i>[lump sum/ ongoing payments]</i>		
Required delivery date, with rationale:	<i>[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]</i>		
Change authorised to proceed to Stage 2 (Customer organisation representative)			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative):			
	Signature	Print Name & Position	Date
<u>STAGE 2 – SUPPLIER</u>			
Comments/ Caveats on requested change	<i>[e.g. proposed implementation route; conditions of delivery]</i>		
CAPITAL / IMPLEMENTATION COST			
Labour			
Materials			
Other Costs			
TOTAL:			
REVENUE COSTS (per annum)			
	Contract Base Rate	Current Contract Rate	
Breakdown			
TOTAL			

ABORTIVE COSTS:

[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]

NB: Any abortive costs to be discussed with the customer before being incurred

Anticipated period from CCN being authorised by customer to start of related provision

Anticipated implementation period, if any

Signed (**Supplier Representative**):

Print Name & Position:

Date:

Change authorised to proceed to Stage 4 (CCS):

Signature

Print Name & Position

Date

STAGE 3 - CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on or don't agree with the supplier's proposals for CCN implementation.]

Clarifications/ queries to supplier regarding their proposals:

Date:

Supplier Response

Date:

STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

CCN Withdrawn:

[Yes/ no]

By signing below, unless CCN is withdrawn, *the [Customer / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract.

Signed
**(Customer
 Representative**

Print Name & Position

Date:

Change
 authorised to
 proceed to
 implementation
(CCS):

Signature

Print Name & Position

Date:

STAGE 5 - CCN COMPLETION SIGN-OFF

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been
 completed/ provision
 required under the CCN
 commenced:

Date Signed
 by Customer:

Signed
**(Customer
 representative)**

Print Name &
 Position

Contract Management Guidance – Template #10
CHANGE CONTROL FORM- Extensions – v. 5

Contract Name:	XXXX	Contract Ref. No.	XXXX [Insert CCN Change Number]
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[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change

Management Process

Change Control Process map:

CLIENT CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:

[name/ job title/ organisation]

CCN Reference:

[unique ref. No., as recorded in Change Control Register]

Source of change:

[Customer/ CCS/ Supplier]

Date CCN
Raised by
relevant
party:

STAGE 1 - CLIENT

Summary of proposals/
requirements :

Further to the current contract expiry date of *[insert date]* the *[insert contracting authority name]* wishes to take up the option of a *[insert extensions duration]* extension to *[insert new expiry date]* as per the *[Contract/ Agreement/ Call off]*.

The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.

Proposed payment:	In line with the Terms and Conditions of Contract		
Required delivery date, with rationale:	<i>[Contract current expiry date]</i>		
Change authorised to proceed to Stage 2 (Customer organisation representative):			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative)			
	Signature	Print Name & Position	Date
<u>STAGE 2 – SUPPLIER</u>			
Comments/ caveats on requested change:	<i>[e.g. proposed implementation route; conditions of delivery]</i>		
ABORTIVE COSTS :	<i>[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]</i>		
<i>NB: Any abortive costs to be discussed with the client before being incurred</i>			
Anticipated period from CCN being authorised by client to start of related provision			
[Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation			

Signed (Supplier Representative):	<input style="width: 95%;" type="text"/>	
Print Name & Position:	<input style="width: 95%;" type="text"/>	
Date:	<input style="width: 50%;" type="text"/>	

STAGE 3 – CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on- or don't agree with the supplier's proposals for CCN implementation.]

Clarification/ queries to to supplier regarding their proposals:	<input style="width: 95%;" type="text"/>	Date:	<input style="width: 95%;" type="text"/>
Supplier response	<input style="width: 95%;" type="text"/>	Date:	<input style="width: 95%;" type="text"/>

STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

Variation Withdrawn	<input style="width: 95%;" type="text" value="[Yes/No]"/>
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By signing below, unless CCN is withdrawn, *the [Client / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier.

Signed (Customer Representative)	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
	Signature	Print Name & Position	Date
Change authorised to proceed to implementation (CCS):	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

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Signature	Print Name & Position	Date

STAGE 5 - CCN COMPLETION SIGN-OFF

[This section doesn't need to be filled in, if the extension is granted on the same terms and based on same rates as the original contract]

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been completed/ provision required under the CCN commenced:		Date Signed by Customer:	
Signed (Customer representative):		Print Name & Position	