RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

## Order Form

CALL-OFF REFERENCE: project\_9178

THE BUYER: Foreign, Commonwealth, and Development Office

BUYER ADDRESS King Charles Street, Westminster, London, SW1A 2AH

THE SUPPLIER: Oliver Wyman

SUPPLIER ADDRESS:1 Tower Place West, Tower Place, London, EC3R5BU

REGISTRATION NUMBER:2995605

DUNS NUMBER: 775403439

SID4GOV ID:

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 09/10/23 of issue].

It’s issued under the Framework Contract with the reference number RM6187 for the provision of Consultancy for FCDO’s Project Task Force.

### CALL-OFF LOT(S):

Lot 3

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

### Joint Schedules for RM6187 Management Consultancy Framework Three

* + Joint Schedule 1 (Definitions)
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)

### Call-Off Schedules

* + Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility)
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above**.**

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### Call-off special terms

The Parties are executing this Call-Off Contract to agree the general terms that will govern the arrangement hereunder. The commercial detail for each project to be executed under this Call-Off Contract will be agreed on a case-by-case basis, and the Parties will enter an individual statement of work to document the precise terms on which the relevant project will be delivered (each a “SOW”). This Call-Off Contract will be deemed to be incorporated into each SOW.

This Call-Off Contract is non-exclusive and requires no minimum spend.

**Call-off start date: 4th September 2023**

**Call-off expiry date: 3rd September 2025**

**Call-off initial period:**  24 months

### Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification). All Deliverables will be delivered on FCDO paper without any reference to Supplier.

### Security

Short form security requirements apply

### Maximum liability

Notwithstanding anything to the contrary in the Core Terms, the Parties agree that for the purposes of this Call-Off Contract, the Supplier's total aggregate liability (whether in tort, contract or otherwise) in connection with the Services will not exceed a sum equal to one hundred and twenty five percent (125%) of the fees received by Supplier under the relevant SOW.

### Call-off charges

|  |  |  |  |
| --- | --- | --- | --- |
| **Grade** | **CCS Rate Card (MCF3 RM6187) lot 3** **(£ excl. VAT)** | **% Discount offered** | **Base Day Rate (for use during contract life)** |
| Partner | Redacted Under FOIA Section 43, Commercial Interests | Redacted Under FOIA Section 43, Commercial Interests | Redacted Under FOIA Section 43, Commercial Interests |
| Managing Consultant / Director | Redacted Under FOIA Section 43, Commercial Interests | Redacted Under FOIA Section 43, Commercial Interests | Redacted Under FOIA Section 43, Commercial Interests |
| Principal Consultant / Associate Director | Redacted Under FOIA Section 43, Commercial Interests | Redacted Under FOIA Section 43, Commercial Interests | Redacted Under FOIA Section 43, Commercial Interests |
| Senior Consultant / Engagement Manager / Project Lead | Redacted Under FOIA Section 43, Commercial Interests | Redacted Under FOIA Section 43, Commercial Interests | Redacted Under FOIA Section 43, Commercial Interests |
| Consultant | Redacted Under FOIA Section 43, Commercial Interests | Redacted Under FOIA Section 43, Commercial Interests | Redacted Under FOIA Section 43, Commercial Interests |
| Analyst / Junior Consultant | Redacted Under FOIA Section 43, Commercial Interests | Redacted Under FOIA Section 43, Commercial Interests | Redacted Under FOIA Section 43, Commercial Interests |

Maximum charges (non-committal) of £4m for the duration of the contract (including any extension). Charges for each project will be mutually agreed in the project specific SOW. In addition, the Supplier has, in certain circumstances, agreed to potentially put a portion of its fees at risk against delivery of Knowledge Transfer KPIs (“Fees at Risk”). The framework for Fees at Risk is included at Annex A; however, the Parties will mutually agree any specific detail in the relevant SOW.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Specific Change in Law
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

### Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

### Payment method

Supplier will invoice FCDO upon delivery of an SOW. The Buyer will provide the Supplier with a Purchase Order number to include in this invoice.

Invoices should be sent to: UKPCInvoices@fcdo.gov.uk

### Buyer’s invoice address

Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information

King Charles Street, Westminster, London, SW1A 2AH

### FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

**Buyer’s authorised representative**

Redacted Under FOIA Section 40, Personal Information

King Charles Street, Westminster, London, SW1A 2AH

Redacted Under FOIA Section 40, Personal Information

King Charles Street, Westminster, London, SW1A 2AH

**Buyer’s security policy**

Available on request

### Supplier’s authorised representative

Redacted Under FOIA Section 40, Personal Information

55 Baker Street, London

### Supplier’s contract manager

Redacted Under FOIA Section 40, Personal Information

55 Baker Street, London

### Progress report frequency

Weekly progress reports detailing spend against the contract, and management requirements such as risk logs.

### Progress meeting frequency

Monthly, via Microsoft Teams.

**Key staff**

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

55 Baker Street, London

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

55 Baker Street, London

### Key subcontractor(s)

Baringa

* Trading name: Baringa
* Registered Address: Baringa Partners LLP, 62 Buckingham Gate, London, England, SW1E 6AJ
* Registration number: OC303471
* DUNS:733291509

Moorhouse

* Trading name: Moorhouse Consulting Ltd
* Registered Address: Dashwood House, 69 Old Broad Street, London, EC2M 1QS
* Company number: 03825233
* DUNS: 737971072

FDM

* Trading Name: FDM Group Limited (part of FDM Group (Holdings) PLC)
* Registered Address: Cottons Centre, 3 Cottons Lane, London, SE1 2QG
* Registration number: 02542980
* DUNS: 762735751

### Commercially sensitive information

Supplier’s rate card and other pricing information.

### Service levels

A Critical Service Level Failure is the consistent (I.e. two consecutive quarters) underperformance

of Service Level Performance Measures, as outlined in Call Off Schedule 14.

### Additional insurances

Not applicable

### Guarantee

Not applicable

### Buyer’s environmental and social value policy

Available on request

### Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

### Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

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

**For and on behalf of the Supplier**:

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Date:

**For and on behalf of the Buyer**:

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Date:

Annex A. Approach to KPIs and Fees at Risk

Redacted Under FOIA Section 43, Commercial Interests

# Joint Schedule 4 (Commercially Sensitive Information)

1. **What is Commercially Sensitive Information?**
	1. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
	2. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
	3. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Date** | **Item(s)** | **Duration of Confidentiality** |
|   | 02/10/23 | Rate card and price | 3 years |

# Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need to have

* 1. The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than:
		1. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
		2. the Call-Off Contract Effective Date in respect of the Additional Insurances.
	2. The Insurances shall be:
		1. maintained in accordance with Good Industry Practice;
		2. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
		3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
		4. maintained for at least six (6) years after the End Date.
	3. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### 2. How to manage the insurance

* 1. Without limiting the other provisions of this Contract, the Supplier shall:
		1. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
		2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
		3. Hold all policies in respect of the Insurances and cause any insurance broker affecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### 3. What happens if you aren’t insured

* 1. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
	2. Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

### 4. Evidence of insurance you must provide

* 1. The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

### 5. Making sure you are insured to the required amount

* 1. The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

### 6. Cancelled Insurance

* 1. The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
	2. The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

### 7. Insurance claims

* 1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
	2. Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
	3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
	4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

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#  ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
	1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
	2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
	3. employers’ liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

# Joint Schedule 11 (Processing Data)

**Definitions**

* 1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **“Processor Personnel”** | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract; |

**Status of the Controller**

* 1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
		1. “Controller” in respect of the other Party who is “Processor”;
		2. “Processor” in respect of the other Party who is “Controller”;
		3. “Joint Controller” with the other Party;
		4. “Independent Controller” of the Personal Data where the other Party is also “Controller”,

		in respect of certain Personal Data under a Contract and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply in each situation.

		Where one Party is Controller and the other Party its Processor
	2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.
	3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
	4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
		1. a systematic description of the envisaged Processing and the purpose of the Processing;
		2. an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
		3. an assessment of the risks to the rights and freedoms of Data Subjects; and
		4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
	5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
		1. Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
		2. ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms*,* which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
			1. nature of the data to be protected;
			2. harm that might result from a Personal Data Breach;
			3. state of technological development; and
			4. cost of implementing any measures;
		3. ensure that :
			1. the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));
			2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
				1. are aware of and comply with the Processor’s duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
				2. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
				3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
				4. have undergone adequate training in the use, care, protection and handling of Personal Data;
		4. not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
			1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
			2. the Data Subject has enforceable rights and effective legal remedies;
			3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
			4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
		5. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
	6. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
		1. receives a Data Subject Access Request (or purported Data Subject Access Request);
		2. receives a request to rectify, block or erase any Personal Data;
		3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
		4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
		5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
		6. becomes aware of a Personal Data Breach.
	7. The Processor’s obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
	8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
		1. the Controller with full details and copies of the complaint, communication or request;
		2. such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
		3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
		4. assistance as requested by the Controller following any Personal Data Breach; and/or
		5. assistance as requested by the Controller with respect to any request from the Information Commissioner’s Office, or any consultation by the Controller with the Information Commissioner's Office.
	9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
		1. the Controller determines that the Processing is not occasional;
		2. the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
		3. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
	10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller’s designated auditor.
	11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
	12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
		1. notify the Controller in writing of the intended Subprocessor and Processing;
		2. obtain the written consent of the Controller;
		3. enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
		4. provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
	13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
	14. The Relevant Authority may, at any time on not less than thirty (30) Working Days’ notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
	15. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Relevant Authority may on not less than thirty (30) Working Days’ notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

**Where the Parties are Joint Controllers of Personal Data**

* 1. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

**Independent Controllers of Personal Data**

* 1. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
	2. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
	3. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
	4. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
	5. The Parties shall only provide Personal Data to each other:
		1. to the extent necessary to perform their respective obligations under the Contract;
		2. in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
		3. where it has recorded it in Annex 1 *(Processing Personal Data).*
	6. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
	7. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
	8. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **(“Request Recipient”)**:
		1. the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
		2. where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
			1. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
			2. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
	9. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
		1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
		2. implement any measures necessary to restore the security of any compromised Personal Data;
		3. work with the other Party to make any required notifications to the Information Commissioner’s Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
		4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
	10. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*
	11. Personal Data shall not be retained or processed for longer than is necessary to perform each Party’s respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.
	12. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

The contact details of the Relevant Authority’s Data Protection Officer are: Redacted Under FOIA Section 40, Personal Information

1. The contact details of the Supplier’s Data Protection Officer are: Redacted Under FOIA Section 40, Personal Information
2. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
3. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: *N/A – Notwithstanding anything to the contrary, there is no intention for any Personal Data to be Processed under this Call-Off Contract and the Relevant Authority agrees not to send the Supplier any Personal Data.***Without prejudice to the foregoing, the Parties are Independent Controllers of limited, Personal Data comprising incidental business contact information (names and business email addresses).** In respect of such limited Personal Data, the Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:1. Business contact details of Supplier Personnel for which the Supplier is the Controller,
2. Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller
 |
| Duration of the Processing | Contract duration |
| Nature and purposes of the Processing | Processing of limited, incidental business contact information to execute the Contract and provide the Services.  |
| Type of Personal Data | Names, email addresses |
| Categories of Data Subject | Staff (including volunteers, subcontrators, agents, and temporary workers) |
| Plan for return and destruction of the data once the Processing is completeUNLESS requirement under Union or Member State law to preserve that type of data | Data to be destroyed following end of contract |

# Call-Off Schedule 1 (Transparency Reports)

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) Working Days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

# Annex A: List of Transparency Reports

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| Performance management / Key Performance Indicators (KPI) | Performance against KPIs; targets (agreed with Buyer); performance rating against target (agreed with Buyer); Rationale for where KPI not metPerformance against main KPIs and social value will be published in line with Cabinet Office transparency obligations | To be agreed with Contract Manager as part of regular contract management meetings | Quarterly |

# Call-Off Schedule 10 (Exit Management)

1. **Definitions**
	1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Exclusive Assets"** | 1. Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
 |
| **"Exit Information"** | 1. has the meaning given to it in Paragraph 3.1 of this Schedule;
 |
| **"Exit Manager"** | 1. the person appointed by each Party to manage their respective obligations under this Schedule;
 |
| **“Exit Plan”** | 1. the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
 |
| **"Net Book Value"** | 1. the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
 |
| **"Non-Exclusive Assets"** | 1. those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
 |
| **"Registers"** | 1. the register and configuration database referred to in Paragraph 2.2 of this Schedule;
 |
| **"Replacement Goods"** | 1. any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
 |
| **"Replacement Services"** | 1. any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
 |
| **"Termination Assistance"** | 1. the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
 |
| **"Termination Assistance Notice"** | 1. has the meaning given to it in Paragraph 5.1 of this Schedule;
 |
| **"Termination Assistance Period"** | 1. the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
 |
| **"Transferable Assets"** | 1. Exclusive Assets which are capable of legal transfer to the Buyer;
 |
| **"Transferable Contracts"** | 1. Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
 |
| **"Transferring Assets"** | 1. has the meaning given to it in Paragraph 8.2.1 of this Schedule;
 |
| **"Transferring Contracts"** | 1. has the meaning given to it in Paragraph 8.2.3 of this Schedule.
 |

1. **Supplier must always be prepared for contract exit**
	1. The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
	2. During the Contract Period, the Supplier shall promptly:
		1. create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
		2. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("**Registers**").

* 1. The Supplier shall:
		1. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
		2. procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
	2. Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.
1. **Assisting re-competition for Deliverables**
	1. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
	2. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier’s or its Subcontractors’ prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
	3. The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
	4. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.
2. **Exit Plan**
	1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
	2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
	3. The Exit Plan shall set out, as a minimum:
		1. a detailed description of both the transfer and cessation processes, including a timetable;
		2. how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
		3. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
		4. proposals for the training of key members of the Replacement Supplier’s staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
		5. proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
		6. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
		7. proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
		8. proposals for the disposal of any redundant Deliverables and materials;
		9. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
		10. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
	4. The Supplier shall:
		1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
			1. every six (6) months throughout the Contract Period; and
			2. no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
			3. as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
			4. as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
		2. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
	5. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
	6. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.
3. **Termination Assistance**
	1. The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
		1. the nature of the Termination Assistance required; and
		2. the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
	2. The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
		1. no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
		2. the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
	3. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.
	4. In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).
4. **Termination Assistance Period**
	1. Throughout the Termination Assistance Period the Supplier shall:
		1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
		2. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
		3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
		4. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI’s) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
		5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
		6. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
	2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
	3. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.
5. **Obligations when the contract is terminated**
	1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
	2. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
		1. vacate any Buyer Premises;
		2. remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
		3. provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
			1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and
			2. such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
	3. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.
6. **Assets, Sub-contracts and Software**
	1. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
		1. terminate, enter into or vary any Subcontract or licence for any software in connection with the Deliverables; or
		2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
	2. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
		1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
		2. which, if any, of:
			1. the Exclusive Assets that are not Transferable Assets; and
			2. the Non-Exclusive Assets,

			the Buyer and/or the Replacement Supplier requires the continued use of; and
		3. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

* 1. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
	2. Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
	3. Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
		1. procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
		2. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
	4. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
	5. The Buyer shall:
		1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
		2. once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
	6. The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
	7. The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.
1. **No charges**
	1. Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.
2. **Dividing the bills**
	1. All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
		1. the amounts shall be annualised and divided by 365 to reach a daily rate;
		2. the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
		3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

# Call-Off Schedule 14 (Service Levels)

1. **Definitions**
	1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **“Critical Service Level Failure”** |  has the meaning given to it in the Order Form; |
| **"Service Credits"** | any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; |
| **"Service Credit Cap"** | has the meaning given to it in the Order Form; |
| **"Service Level Failure"** | means a failure to meet the Service Level Performance Measure in respect of a Service Level; |
| **"Service Level Performance Measure"** | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and |
| **"Service Level Threshold"** | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule. |

1. **What happens if you don’t meet the Service Levels**
	1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
	2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to meet any Service Level Performance Measure.
	3. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
	4. A Service Credit shall be the Buyer’s exclusive financial remedy for a Service Level Failure except where:
		1. the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
		2. the Service Level Failure:
			1. exceeds the relevant Service Level Threshold;
			2. has arisen due to a Prohibited Act or wilful Default by the Supplier;
			3. results in the corruption or loss of any Government Data; and/or
			4. results in the Buyer being required to make a compensation payment to one or more third parties; and/or
		3. the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
	5. Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months’ notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
		1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
		2. the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
		3. there is no change to the Service Credit Cap.
2. **Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

* 1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
	2. the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any 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 paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

# Part A: Service Levels and Service Credits

1. **Service Levels**

If the level of performance of the Supplier:

* 1. is likely to or fails to meet any Service Level Performance Measure; or
	2. is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

* + 1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
		2. instruct the Supplier to comply with the Rectification Plan Process;
		3. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
		4. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).
1. **Service Credits**
	1. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
	2. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in the Annex to Part A of this Schedule.

# Annex A to Part A: Services Levels and Service Credits Table

|  |  |
| --- | --- |
| Service Levels | Service Credit for each Service Period  |
| Service Level Performance Criterion | Key Indicator | Service Level Performance Measure | Service Level Threshold |
| 1. Flexibility & Ease of Doing Business (contract / agreement management) | 1.1 Responsiveness  | Responsiveness and acknowledgement of the supplier confirming receipt of all requests from the Authority | No complaints | No Service Credits applicable |
| 1.2 Quality of reporting   | Supplier provides status and management reports in a timely, accurate, and concise manner, and is reflective of agreed governance cadence. Includes aggregated data and financial reporting (spend against the contract). | Adherence to progress report frequency andprogress meeting frequency as stated in Framework Schedule 6 | No Service Credits applicable |
| 2. Delivery & Support | 2.1 Adherence to SoW project plan | SoW deliverables are completed in accordance with the agreed SoW project plan | Project plan timelines met | No Service Credits applicable |
| 2.2 Communications with PTF programme team | Supplier delivers effective stakeholder relationships with PTF team members and internal FCDO stakeholders, where required | No complaints | No Service Credits applicable |
| 3. Quality | 3.1 Deliverable Quality | Defined deliverables are completed with a high level of quality, professionalism, and attention to detail, as outlined in the SoW. | No complaints | No Service Credits applicable |
| 3.2 Personnel | Performance of supplier’s SoW delivery team (including team leader) demonstrated an appropriate level of expertise and skill. Grade mix allocated to the project proved to be effective. | No complaints | No Service Credits applicable |
| 4. Value for Money | 4.1 Adherence to budget | SoW final delivery cost is aligned to allocated budget, or agreed fixed cost, inclusive of SoW variations agreed during SoW life | No overspend | No Service Credits applicable |
| 5. Knowledge Transfer, Social Value and Innovation  | 5.1 Knowledge Sharing  | The Supplier to facilitate knowledge transfer and share lessons learnt (including undertaking appropriate evaluations relevant for the programme and country context). The precise, mutually agreed position (including any Fees at Risk) will be documented in each specific SOW in accordance with Annex A. 5.1.1 Upskilling directly on projects5.1.2 Upskilling through additional knowledge sharing activities5.1.3 Upskilling through supporting development of PTF strategy, tools, and processes | See Annex 1 | No Service Credits applicable |
| 5.2 Social Value – Women and Girls Strategy | Degree to which the supplier demonstrates action to support agreed award criteria. | Supplier delivers onsocial value action plan milestones asoutlined in tender response and agreed with FCDO | No Service Credits applicable |
| 5.4 Innovation  | Degree to which the supplier proactively provides valuable, innovative and flexible solutions. | Supplier demonstrates a proactive behaviour in delivering innovative and flexible solutions to SoWs, where appropriate. | No Service Credits applicable |
| 6. Risk & Compliance | 6.1 Risk Management | Strength and implementation of procedures to identify and manage project risks, including fraud and IR35 compliance.  | Supplier proactive in identifying and managingrisks, to ensure they are consistently compliant in all SoWs | No Service Credits applicable |

# Part B: Performance Monitoring

1. **Performance Monitoring and Performance Review**
	1. Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer 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.
	2. The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
		1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
		2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
		3. details of any Critical Service Level Failures;
		4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
		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
		6. such other details as the Buyer may reasonably require from time to time.
	3. The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
		1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
		2. be attended by the Supplier's Representative and the Buyer’s Representative; and
		3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer’s Representative and any other recipients agreed at the relevant meeting.
	4. The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer’s Representative at each meeting.
	5. The Supplier shall provide to the Buyer such documentation as the Buyer 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.

1. **Satisfaction Surveys**

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

# Call-Off Schedule 15 (Call-Off Contract Management)

# 1. Definitions

## 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Operational Board"** | the board established in accordance with paragraph 4.1 of this Schedule; |
| **"Project Manager"** | the manager appointed in accordance with paragraph 2.1 of this Schedule;  |

# 2. Project Management

## 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

## 2.2 The Parties shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

## 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

1. **Role of the Supplier Contract Manager**
	1. The Supplier's Contract Manager'(s) shall be:

### 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

### 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Supplier’s Contract Manager's responsibilities and obligations;

### 3.1.3 able to cancel any delegation and recommence the position himself; and

### 3.1.4 replaced only after the Buyer has received notification of the proposed change.

* 1. The Buyer may provide revised instructions to the Supplier's Contract Manager(s) in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
	2. Receipt of communication from the Supplier's Contract Manager(s) by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

# 4. Role of the Operational Board

## 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

## 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

## 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

## 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member’s attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

## 4.5 The purpose of the Operational Board meetings will be to review the Supplier’s performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

1. **Contract Risk Management**
	1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
	2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

### 5.2.1 the identification and management of risks;

* + 1. the identification and management of issues; and
		2. monitoring and controlling project plans.
	1. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
	2. The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

# Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

* Operational Board only – cadence and location to be agreed between Buyer and Supplier during contract life

# Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

# **PURPOSE – FCDO PRIORITY PROJECTS**

The FCDO requires a contract with a Management Consultancy provider via MCF3 to work with the FCDO’s in-house consulting team, the Projects Task Force (PTF), to provide expertise on a call on/off basis.

Consultants will work alongside PTF staff to meet clearly defined project deliverables for organisationally critical projects. Their work will be allocated and overseen by a monthly Project Allocation Board (PAB) and will be explicitly linked to FCDO priorities (as approved personally by the Permanent Under Secretary - PUS).

# **BACKGROUND TO THE CONTRACTING AUTHORITY**

## The Foreign Secretary has asked for the FCDO to increase its agility and improve its ability to flex resource to deliver the UK Government’s international priorities. The PTF is a key component to this ask. The team provides in-house management consultant services focused on the organisation’s highest priorities. It offers short term project management support (up to 12 weeks) focused on primarily providing policy development and delivery, large scale event design, organisational design including reviewing parts of the FCDO, and affiliated bodies.

## PTF is exploring new ways of working including supplementing its offer to the organisation with external consultant support. DG Economics, Science and Technology, and Director Technology and Analysis have agreed to the funding of a longer-term strategic arrangement for two years, following a shorter-term pilot contract in FY 22/23.

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

This consultancy requirement allows the PTF to access the variety of skills and external experience needed to meet the demand for high priority strategic projects across the FCDO. These skills include but are not limited to organisational design and development, data analysis, transformational change management and data visualisation. The FCDO will draw down form the contract as and well required, dependent on the pipeline of priorities agreed on a monthly basis by the Permanent Under Secretary. The arrangement will also include significant knowledge transfer, to be codified at the end of each individual project via in-house capability building sessions – to the benefit of wider FCDO teams and specifically the PTF.

# **DEFINITIONS**

|  |  |
| --- | --- |
| Expression or Acronym | Definition |
| PTF | Project Task Force  |
| TAD | Technology and Analysis Directorate  |
| PAB  | Project allocation board  |
| CfDA | Centre for Data and Analysis |
| This FY  | Financial year 22/23  |
| Next FY  | Financial year 23/24 |

# **SCOPE OF REQUIREMENT**

### The successful bidder will provide access to an arrangement with no minimum spend requirements. The number of consultants to be accessed over the course of the contract will depend on projects agreed by the PUS, and the specific skills required.

### It is estimated the FCDO will need draw on a bank of 5-10 appropriately cleared (SC minimum, DV strongly preferred) consultants for approx. 13 projects across the organisation during financial year 23/24. It is anticipated that projects will be resourced with teams of 1-2 consultants deployed for 6-12 weeks at a time and working alongside PTF staff and policy teams to deliver pre-agreed outputs and capability transfer activities. The calibration of mixed teams will depend on the skills needed for the particular project where these cannot be sourced within the PTF.

### Budget available is approximately £4 million over 2 years beginning with 23/34.

### The FCDO will review requirements as the arrangement progresses. It has been assessed and confirmed that this requirement would fall inside IR35 Rules and Regulations under the PCR 2015.

### The FCDO’s requirements will be decided monthly via the PAB and consultant resource drawn down from this contract as required. Examples of pipeline projects likely to be resourced with external consultants are:

### Sensitive internal facing/people-linked projects (e.g., organisational design, establishment of new directorates) where impartiality is beneficial

### Projects requiring large amounts of rapid data gathering and analysis

### Projects that will particularly benefit from external challenge and benchmarking (e.g., corporate facing or evaluation-based projects)

### Corporate policy review

# **REPORTING**

## Consultants will remain the employees of the successful provider and will be performance managed by the provider’s account manager, who will be briefed on allocations monthly. Day to day oversight and guidance will be given by the Grade 6 cone lead associated with the consultant’s allocated project. Specific FCDO resource will be allocated to the set-up and management of the consultancy agreement. Consultants will be expected to plan capability building / knowledge transfer sessions as part of each project wrap up and evaluation.

# **PRICE**

## Projects will be allocated to the contract on a monthly basis by the PTF contract manager via the monthly Project Allocation Board, decisions from which are ratified by the FCDO’s Permanent Under Secretary. Once agreed, information on projects will be provided to the supplier for an assessment on resourcing. The day rate will be determined by the supplier based on the seniority and skill requirements of the proposed teams, which must be discussed and agreed with the PTF contract manager in advance.

## Projects will be costed based on 8 hours per day, 5 days per week for x weeks of the project duration, as agreed at the start of the project. Projects will be invoiced on the last day of the month in which a project concluded. VAT should be added to invoices as applicable.

##

# **STAFF AND CUSTOMER SERVICE**

## The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the PTF Contract in order to consistently deliver a quality service to all Parties.

## Potential Provider’s staff assigned to the PTF Contract shall have the relevant qualifications and experience to deliver the Contract.

## The Potential Provider shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

# **SECURITY REQUIREMENTS**

## The supplier will comply with the FCDO Security Policy and the security requirements reasonably requested by the Authority during the completion of the contract. PST have confirmed that SC clearance is a sufficient minimum to onboard consultants into the organisation however it should be noted that their allocation potential is greatly increased by DV clearance.

## Intellectual Property Rights (IPR)

## The Authority will own all IPR outputs of these work streams.

# **PAYMENT**

## Projects should be invoiced on the last day of the month in which a project concluded and payment will be made via purchase order.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs which will be agreed by the PTF contract manager.

# **LOCATION**

## The location of the Services will be carried out at FCDO, King Charles Street, Whitehall, London SW1A 2AH. Some projects may be able to be conducted remotely, with specific approval. Some travel to the FCDO’s twin HQ in East Kilbride may be required, dependent on the project.