**CROWN COMMERCIAL SERVICE**

**- And -**

**CMC PARTNERSHIP GLOBAL LTD**

**ANNEXES relating to**

**PROVISION OF A PROSCI TRAINING PROVIDER**

 **CCZP21A01**

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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 means a body listed in one of the following sub-categories of the Central

 Government Government classification of the Public Sector Classification Guide, as

 Body”published and amended from time to time by the Office for National

Statistics:

1. Government Department;
2. Non-Departmental Public Body or Assembly Sponsored Public

Body (advisory, executive, or tribunal);

1. Non-Ministerial Department; or
2. Executive Agency;

 “Charges” means the charges for the Services as specified in the Award Letter;

 “Confidential means all information, whether written or oral (however recorded),

 Information” 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;

 “Customer” means the Contracting Authority/Customer named in the Award Letter;

“Data Protection means the Data Protection Act 2018 and the UK General Data

 Legislation” Protection Regulation (“GDPR”) including any amendment, update,

modification or re-enactment of such laws.

 “DPA” means the Data Protection Act 2018;

 “Expiry Date” means the date for expiry of the Agreement as set out in the Award

Letter;

 “FOIA” means the Freedom of Information Act 2000;

 “Information” has the meaning given under section 84 of the FOIA;

“Key Personnel” means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;

“Party” means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;

“Personal Data” means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in

connection with this Agreement;

|  |  |
| --- | --- |
| “Purchase Order Number”  | means the Customer’s unique number relating to the supply of the Services;  |
| “Request for Information”  | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);  |
| “Services”  | means the services to be supplied by the Supplier to the Customer under the Agreement;  |
| “Specification”  | means the specification for the Services (including as to quantity, description and quality) as specified in 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 of up to 3 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 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 subcontract:

5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and

5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.

5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

# 6 PREMISES AND EQUIPMENT

6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.

6.2 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.

6.3 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.

6.4 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.

6.5 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 subcontractors 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 with the written consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier’s obligations under the Agreement or be a material breach of this 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 or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

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

# 10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

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

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

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

# 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:

1. on a confidential basis to the employees, agents, consultants and contractors of the Customer;
2. 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;
3. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
4. 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.

* 1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the 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.
	2. 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 Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.

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

# 13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

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

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

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

# 14 LIABILITY

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

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 100% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.33 and 18.3, in no event shall the Supplier be liable to the Customer for any:

1. loss of profits;
2. loss of business;
3. loss of revenue;
4. loss of or damage to goodwill;
5. 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:

* + 1. death or personal injury caused by its negligence or that of its Staff;
		2. fraud or fraudulent misrepresentation by it or that of its Staff; or
		3. any other matter which, by law, may not be excluded or limited.
		4. The supplier’s liability under the indemnity in clause 9.3 and 18.3 shall be unlimited.

# 15 FORCE MAJEURE

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

# 16 TERMINATION

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

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

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

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

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

 16.2.4 undergoes a change of control within the meaning of section 416 of the Income

and Corporation Taxes Act 1988;

 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier’s assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.4, 6.5, 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.

16.6.3 Invoice the Customer as soon as reasonably practicable for all incurred Charges and expenses to the point of termination, which shall be paid by the Client in accordance with the payment terms set out in clause 5.

# 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 all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any Customer to make any commitments on the other Party’s behalf.

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

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

# 21 NOTICES

21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause **21.3**, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

21.3 Notices under clauses **15** (Force Majeure) and **16** (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause **21.1**.

# 22 GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and noncontractual 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.

# ANNEX 2 – PRICE SCHEDULE

**REDACTED**

# ANNEX 3 – STATEMENT OF REQUIREMENTS

## 1. THE REQUIREMENT

1.1 To provide Prosci Practitioner Certification training to **REDACTED** CCS staff members.

1.2 The Supplier is to provide the 3-day intensive course which is to explores the application of the Prosci methodology. The training will be virtual instructor lead training via live hosting.

1.3 The times of each day training will be between 9.00am to 4.30pm with 45mins lunch and 10mins break when required throughout the day. It is essential that the allocated hours are utilised to ensure all content is covered during the training to achieve the Certification.

1.4 As part of the course set-up, the Supplier will work closely with CCS to make the training a success and key factors for this include:

1.4.1 **Managing the Course Logistics** – CCS will assign a ‘Course Organiser’ to work with the Supplier to plan for and manage the course logistics e.g. scheduling diaries, arrangement for delivery of course resources, agreeing delivery platform e.g. Zoom or Teams.

1.4.2 **Identifying a Key Sponsor** – recurrent across all of Prosci’s benchmarking research, effective sponsorship is identified as the greatest contributor to the success of change initiatives.

1.4.3 **Preparing the Participants** – to ensure they have everything they need in advance to make the most of their training. The preparatory stage of the course requires pre-reading, completion of a Prosci assessment worksheet and a project summary write-up. The prework gives participants time to familiarise themselves with the underpinning philosophy of the Prosci methodology and introduces the course Instructor to the projects which will be worked on during the training.

1.5 The training incorporates the following elements:

 1.5.1 Instructor led teaching

 1.5.2 Practical exercises, including Prosci method and tool application

 1.5.3 Group working and presentations, class discussion

 1.5.4 Introduction to the Prosci Portal and Practitioner e-Toolkit

1.5.5 Participants design and build a narrated PowerPoint presentation, using Prosci tools they are taught to utilise, explaining an initial

change management strategy for the specific change project they have brought to the course.

 1.5.6 Project Presentations

 1.5.7 Exam

1.6 The examination takes place on the afternoon of Day 3. It is a short on-line session – a mixture of multiple choice and few sentence answers.

1.7 Certification is awarded by the Instructor, which is based on examination, course participation and clarity that the participant has grasp the fundamental concepts and applications.

1. **MILESTONES AND DELIVERABLES KEY**

CCS proposed training scheduled dates: **REDACTED**

1. **QUALITY**
	1. The Supplier will ensure that all material, products and services which are delivered meet Prosci global training standards.
2. **PRICE**
	1. The Prosci Practitioner Training package price to include:
		1. Virtual Instructor led training including virtual classroom facilities
		2. Course set-up and facilitation
		3. Issue of project pre-work and reading
		4. Current Prosci Practitioner course materials including: Prosci Single User Licences, e-toolkit access (12 months) and workbook and books for each participant.
		5. All Supplier expenses – including package, handling, shipping of training material.
	2. **REDACTED**.
	3. Prices are to be provided by a supplier quotation, which has already been obtained as option 1:

**REDACTED**

1. **STAFF AND CUSTOMER SERVICE**
	1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
	2. The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
	3. The Supplier 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.
2. **SERVICE LEVELS AND PERFORMANCE**
	1. CCS expected a high level of service from the Supplier. All elements of the requirements (section 5) will need to be delivered for the full payment to be authorised.
3. **PAYMENT AND INVOICING**
	1. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
	2. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
	3. Invoices should be submitted to: **REDACTED**
4. **CONTRACT MANAGEMENT**
	1. CCS will request pre-planning sessions to organise the logistics with the Supplier ahead of the session and may request a feedback session following the event to discuss levels of staff engagement and areas of focus from the Suppliers observations.
5. **LOCATION**
	1. The location of the Services will be carried out remotely.

# ANNEX 4 – SUPPLIERS RESPONSE

**YOUR CMC PROSCI® CHANGE MANAGEMENT PRACTITIONER CERTIFICATION COURSE**

### 1. INTRODUCTION

CMC Partnership Global Ltd is a Primary Affiliate of Prosci®, licensed to deliver all of Prosci’s training programmes. Owned and managed by Change Practitioners we support organisations to build their own internal change management skills, capability and competencies.

CMC is pleased to be asked to support your organisation in developing and increasing their organisational change management competency and capacity.

**Crown Commercial Service** have requested the **CMC Prosci® Change Management Practitioner**

**Certification** training.

### 2. CMC’S PROSCI® TRAINING TEAM

CMC has a number of **Prosci® Certified Advanced Instructors** (PCAIs). Our Instructors have in excess of 15 years delivery experience as well as practical experience in change, programme and project delivery.

We will confirm the CMC Prosci® Certified Instructor(s) to deliver the training nearer to the course start date1.

Other members of the CMC team will support our Prosci® Instructor in the delivery of the course.

This support includes:

* Co-ordination with the Client for the course pre-work distribution and return
* Liaison with your Course Organiser regarding administrative support to the course set-up
* Support to Instructor during the training course delivery, as CMC Training Manager and Producer
* Post course follow-up

### 3. COURSE DELIVERY DETAILS

|  |  |
| --- | --- |
| **Training Date(s)2**   | **REDACTED***Final confirmed date for training may be agreed via e-mail exchange.*   |
| **Mode of Delivery**   | Virtual Instructor Led Training to be hosted via an agreed online classroom environment  |

### 4. COURSE SUMMARY, COSTS AND PAYMENT TERMS

**REDACTED**

Final course numbers **must be confirmed no later than 30 days prior to the course start date** to allow time for CMC to arrange for delivery of training materials. Following confirmation of final numbers, please note no reductions to the number of participants can be made and numbers may only be increased with prior agreement.

**Additional costs for the course will include:**

* + All sums quoted are exclusive of VAT which will be charged at the prevailing rate (if applicable).
	+ The Client shall ensure participants shall have access to appropriate technology (laptop, WiFi etc) to access the training and Prosci resources.
	+ Client shall provide administrative support to set-up course arrangements. **Notes**
	+ The stated price includes: course materials, Prosci® Single-User Licences, tuition, precourse preparation and any agreed post-course support provided by CMC.
	+ Please ensure any PO raised (if required) includes reference to the agreed CMC terms and conditions in our contract and clearly states that the “Agreed **terms and conditions between CMC Partnership Global Ltd and the Customer will take precedence**”. The requested PO should also include the CMC Contract Reference **C131/2020/UK**.
	+ Name and email address of the course participants must be supplied to CMC in advance of the course start date. CMC have an obligation to record details of Prosci® license holder’s name, organisation and email address which are passed on to Prosci® (in the US) to set-up access to their Prosci® e-Toolkit.
	+ The Customer shall provide the name and postal address for each course participant in order for the CMC team to arrange for shipment of the training material sets to each individual address, if required.
	+ Please sign and return this contract as soon as possible in order to secure the course dates in CMC’s calendar.
	+ The Customer is responsible for obtaining necessary consent from each participant with regards to personal data (first name, surname, email address and organisation).
	+ Personal data is protected and managed as detailed within [CMC’s Privacy Policy.](https://www.cmcpartnership.com/privacy-policy)

### 5. OWNERSHIP OF PROSCI® COPYRIGHT AND INTELLECTUAL PROPERTY

All Intellectual Property in the Prosci® materials remains at all time in the ownership of Prosci Inc. Each participant who attends the training will receive a Single User Licence for use of the Prosci® tools and templates provided during the training in their work.

The following clauses set out below take precedence over the terms and conditions contained within Annex 1 herein:

1. *All products, information, reports, studies, object or source code and other tangible or intangible material produced during and in preparation for change management training services (whether or not such material is capable of being copyrighted), and all change management training deliverables including courseware, books, reports, assessments and online content which include Prosci materials, that are developed or prepared for Client by CMC under this Agreement (collectively, "Change Management*

*Training Work Product"), are the sole and exclusive property of Prosci, Inc. (“Prosci”).*

1. *Nothing in this Agreement or attached statements of work transfers intellectual property rights to Prosci’s content, models, images, text, templates, assessments, or other content included in any Prosci product to the Client. except that Client retains ownership for any Client content added into the Prosci tools, including project-specific details entered into Prosci templates and project-specific change management plans.*
2. *Use of any guides or other Prosci materials delivered by CMC as part of the Services shall be limited to the specific individual Client personnel, their contractors, and subcontractors currently engaged in a project on behalf of the Client who attend the training sessions held by CMC and who are using such materials solely on behalf of the Client. These guides are not to be reproduced or distributed to other Client personnel or third parties without written consent from Prosci. In the event of a conflict between the terms and conditions related to work product stated here and any other oral or written understandings, arrangements or agreement between the parties, including purchase orders, the work product terms and conditions stated herein shall prevail.*

### 6. FREEDOM OF INFORMATION STATEMENT

The commercial and course information detailed herein is provided strictly **commercial in confidence** to your organisation in relation to your specific requirements.

These documents contain sensitive information including but not limited to Intellectual Property owned by a third party, CMC’s commercially sensitive delivery and pricing information which should not be released into the public domain.

#  ANNEX 5 – CLARIFICATIONS

**Not Applicable**

# ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

1. Data Protection
	1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 to this Schedule (Processing Personal Data) by the Customer and may not be determined by the Supplier.
	2. The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
	3. The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
		1. a systematic description of the envisaged processing operations and the purpose of the processing;
		2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
		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.
	4. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
		1. process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
		2. ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
			1. nature of the data to be protected;
			2. harm that might result from a Data Loss Event;
			3. state of technological development; and
			4. cost of implementing any measures; (c) ensure that :
			5. the Supplier Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Annex 1 (Processing Personal Data));
			6. it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
				1. are aware of and comply with the Supplier’s duties under this Clause;
				2. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
				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 Customer or as otherwise permitted by this Contact; and
				4. have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

* + - 1. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
			2. the Data Subject has enforceable rights and effective legal remedies;
			3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
			4. the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the this Contract unless the Supplier is required by Law to retain the Personal Data.

* 1. Subject to Clause 1.7, the Supplier shall notify the Customer immediately if 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 this 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 (f) becomes aware of a Data Loss Event.
	2. The Supplier’s obligation to notify under Clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.
	3. Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data

Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

* + 1. the Customer with full details and copies of the complaint, communication or request;
		2. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
		3. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
		4. assistance as requested by the Customer following any Data Loss Event;
		5. assistance as requested by the Customer with respect to any request from the Information Commissioner’s Office, or any consultation by the Customer with the Information Commissioner's Office.
	1. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
		1. the Customer determines that the processing is not occasional;
		2. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
		3. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
	2. The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer’s designated auditor.
	3. The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
	4. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
		1. notify the Customer in writing of the intended Sub-processor and processing;
		2. obtain the written consent of the Customer;
		3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.11 such that they apply to the Sub-processor; and
		4. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
	5. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
	6. The Supplier may, at any time on not less than 30 Working Days’ notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
	7. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Customer may on not less than 30 Working Days’ notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.
	8. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 (Processing Personal Data) by the Customer and may not be determined by the Supplier.
	9. The Supplier shall notify the Customer immediately if it considers that any of the Customer’s instructions infringe the Data Protection Legislation.
	10. The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
		1. a systematic description of the envisaged processing operations and the purpose of the processing;
		2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
		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.
	11. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
		1. process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
		2. ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
			1. nature of the data to be protected;
			2. harm that might result from a Data Loss Event;
			3. state of technological development; and
			4. cost of implementing any measures; (c) ensure that :
			5. the Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Annex 1 (Processing Personal Data));
			6. it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
				1. are aware of and comply with the Supplier’s duties under this Clause;
				2. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
				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 Customer or as otherwise permitted by this Call Off Contract; and
				4. have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

* + - 1. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
			2. the Data Subject has enforceable rights and effective legal remedies;
			3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
			4. the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.

* 1. Subject to Clause 1.21, the Supplier shall notify the Customer immediately if 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 Customer in connection with Personal Data processed under this Call Off 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 (f) becomes aware of a Data Loss Event.
	2. The Supplier’s obligation to notify under Clause 1.19 shall include the provision of further information to the Customer in phases, as details become available.
	3. Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data

Protection Legislation and any complaint, communication or request made under Clause 1.19 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

* + 1. the Customer with full details and copies of the complaint, communication or request;
		2. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
		3. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
		4. assistance as requested by the Customer following any Data Loss Event;
		5. assistance as requested by the Customer with respect to any request from the Information Commissioner’s Office, or any consultation by the Customer with the Information Commissioner's Office.
	1. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
		1. the Customer determines that the processing is not occasional;
		2. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
		3. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
	2. The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer’s designated auditor.
	3. The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
	4. Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:
		+ notify the Customer in writing of the intended Sub-processor and processing;
		+ obtain the written consent of the Customer;
		+ enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.25 such that they apply to the Sub-processor; and
		+ provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
	5. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
	6. The Supplier may, at any time on not less than 30 Working Days’ notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).
	7. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Customer may on not less than 30 Working Days’ notice to the Supplier amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.
1. Prosci Intellectual Property
	1. All products, information, reports, studies, object or source code and other tangible or intangible material produced during and in preparation for change management Training Services (whether or not such material is capable of being copyrighted), and all change management training deliverables including courseware, books, reports, assessments and online content which include Prosci® materials, that are developed or prepared for Client by CMC under this Agreement (collectively, "Change Management Training Work Product"), are the sole and exclusive property of Prosci, Inc. (“Prosci”).
	2. Nothing in this Agreement or attached statements of work transfers Intellectual Property Rights to Prosci’s content, models, images, text, templates, assessments, or other content included in any Prosci® product to the Client, except that Client retains ownership for any Client content added into the Prosci® tools, including project specific details entered into Prosci® templates and project-specific change management plans.
	3. Use of any guides or other Prosci® materials delivered by CMC as part of the Services shall be limited to the specific individual Client personnel, their contractors, and subcontractors currently engaged in a project on behalf of the Client who attend the training sessions held by CMC and who are using such materials solely on behalf of the Client. These guides are not to be reproduced or distributed to other Client personnel or third parties without written consent from Prosci. In the event of a conflict between the terms and conditions related to work product stated here and any other oral or written understandings, arrangements or agreements between the parties, including purchase orders, the work product terms and conditions stated herein shall prevail.
	4. At each Course, CMC shall provide each Participant with the Prosci Change Management Content Certificate of Single User License (the “Prosci Single User License”) where appropriate, acceptance of which by the Participant is required for their participation in the Course. Refusal by a Participant to agree to the Prosci Single

User License terms shall constitute unreasonable behaviour for the purpose of the following Clause:

• Participants shall behave in a reasonable and professional manner throughout the training, and in accordance with the reasonable instructions of CMC, the trainer, and the owners / managers of the training location or training mode of delivery, including acceptance of the Prosci® Single User License as described in clause 2.4. CMC may remove a participant from a course, where, in the sole and final opinion of the trainer, the participant is behaving unreasonably, and in which case the Customer will not be entitled to any refund of the Charges.

1. Cancellation and Postponement
	1. All course cancellation, transfer or postponement requests must be received in writing (including via e-mail) to contracts@cmcpartnership.com. All requests are subject to the approval of the Supplier which shall be final.
	2. A request to postpone a course will be deemed to be a request to cancel the course unless otherwise agreed at the Supplier’s sole discretion.
	3. Any and all incurred expenses in the event of cancellation, transfer or postponement of a course shall be payable in full by the Customer.
	4. Subject to clause 3.1 above:
2. In the event of cancellation of a course by the Customer, the following Charges shall apply:

|  |  |
| --- | --- |
| Days’ notice given prior to Commencement Date  |  % of Training Charges Payable (based on the latter of participant numbers set out in the proposal and confirmed final numbers)  |
| > 30  | 50%  |
| 15-30  | 75%  |
| <15  | 100%  |

1. In the event of a reduction in the number of participants attending a course from the confirmed final numbers, including but not limited to individual participant cancellation/s, the Customer will remain liable for the full Charges and any applicable expenses andno reductions or rebates will be given other than the option of substitution. For the avoidance of doubt, if any participant does not attend any course for any reason whatsoever the Customer will remain liable for the full Charges and applicable expenses.

**Annex 1 –Processing Personal Data Authorised Processing Template**

1. The contact details of the Customer’s Data Protection Officer is:

**Not Applicable**

1. The contract details of the Supplier Data Protection Officer is:

**REDACTED**

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Contract Reference:**  | **CCZP21A01**  |
| **Date:**  | **17th February 2021**  |
| **Description Of Authorised Processing**  | **Details**  |
| Identity of the Controller and Processor  | 1.1 *Customer as Controller* Notwithstanding Clause 1.1 the Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.    |
| Subject matter of the processing  | **Each Participant’s:** * **First name, surname, email address, organisation (in order register participants to access Prosci cloud based online resources)**
* **Postal address if applicable (in order post material training sets)**

  |
| Duration of the processing  |  **CMC certification records are held on our training administration system for reference and retrieval of information by participants.**   |
| Nature and purposes of the processing  | **To fulfil our obligations under this Agreement to deliver CMC Prosci® training.**   |
| Type of Personal Data  | **As detailed above.**  |
| Categories of Data Subject  | **Participants attending CMC Prosci® training (personal data limited to first name, surname, email address)**   |

# ANNEX 7 – CHANGE CONTROL FORMS

|  |
| --- |
|  **CHANGE CONTROL NOTICE (CCN)**  |
| **Contract Title:**  | Contract for the Provision of  | **Insert title of requirement** |  (The Contract)  |
|  |
| **Contract Reference:**  |   | **Contract Change Number:**  |  |
| **Date CCN issued:**  |   | **Date Change Effective from:**  |  |
| **Between**: The **Insert Name of Contracting Authority** (The Customer) and **Insert name of Supplier** (The Supplier)  1. The Contract is varied as follows:

 1.1. **Insert details of changes to the original contract.** 1. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.
2. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.

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 Change authorised to proceed by: (Customer’s representative):  Signature Print Name and Job Title Date  |
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 Authorised for and on behalf of the Supplier:    Signature Print Name and Job Title Date  |
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 Authorised for and on behalf of the Customer:    Signature Print Name and Job Title Date    |

**CMC Partnership Global Ltd REDACTED**

### Attn: REDACTED

**REDACTED**

Date: Thursday 25th February 2021

Contract Reference: CCZP21A01

Dear REDACTED

**Award of contract for the Provision of Prosci Training**

Following your proposal for the provision of Prosci training to Crown Commercial Service, (The Contracting Authority) we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Crown Commercial Service as the Contracting Authority and CMC Partnership Global Ltd as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter (and its Annexes) and the Conditions, this Award Letter (and its Annexes) shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

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

* 1. The Services shall be carried out remotely.

* 1. The charges for the Services shall be as set out in Annex 2 of the Attachment 5 – Terms and Conditions document. The total contract value shall be £16,550.00

* 1. The specification of the Services to be supplied is as set out in Annex 3 of the Attachment 5 – Terms and Conditions document, and within the Supplier’s response at Annex 4 of the Attachment 5 – Terms and Conditions document. Where there is conflict Annex 3 shall take precedence.

* 1. The Dates of Delivery shall be **REDACTED**

* 1. The Term shall commence on Monday 22nd February 2021 (the “Start Date”) and the Expiry Date shall be Monday 21st March 2022. The Customer reserves the option to extend the contract by 1 period of 3 months.

* 1. The address for notices of the Parties are:

 **Contracting Authority Supplier**

###  Crown Commercial ServiceCMC Partnership Global Ltd

 **REDACTED** **REDACTED**

1.7. The following persons are Key Personnel for the purposes of the Agreement:

1.7.1. For the Supplier:

|  |  |
| --- | --- |
| **Name**  | **Title/Role for the Supplier**  |
| **REDACTED** | **Business Manager** |
| 1.7.2 For the Contracting Authority:  |  |
| **Name**  | **Title/Role for the Contracting Authority**  |
| **REDACTED** | **Head of Change Management** |

### 2. Payment

Payment can only be made following satisfactory delivery of pre-agreed certified deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

All invoices must be sent, quoting a valid purchase order number (PO Number), to: **REDACTED** Within 10 working days of receipt of your countersigned copy of this letter, the Contracting Authority will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name and telephone number) of your Contracting Authority contact (i.e. Contract Manager). Non-compliant invoices will be returned, which may lead to a delay in payment.

### 3. Liaison

For general liaison your contact will continue to be **REDACTED***.*

Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter by replying to the email that this letter was sent with, by 4pm Friday 19th February 2021. No other form of acknowledgement will be accepted. Please remember to quote the Contract Reference number above in any future communications relating to this Contract.

Thank you for your cooperation.

Yours faithfully,

Signed for and on behalf of Crown Commercial Service(“the Customer”)

 Name: **REDACTED**

Job Title: Category Executive

Signature:

**REDACTED**

 Date: 25/02/2021

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

Signed for and on behalf of CMC Partnership Global Ltd (“the Supplier”)

|  |  |
| --- | --- |
| Name**:**  Job Title: Signature: Date:  | **REDACTED**Managing Director**REDACTED**25-Feb-2021 |

Counter-signed for and on behalf of Crown Commercial Service(“the Customer”)

 Name: **REDACTED**

Job Title: HR Director

Signature: **REDACTED**

 Date: 1/02/2021