

### VARIATION FORM NUMBER 03

This Variation No. 03 ("**Variation**") is dated 15<sup>th</sup> September 2023

BETWEEN:

**Department for Business and Trade** whose offices are at Old Admiralty Building, Admiralty Place, London, SW1A 2DY (the "**Customer**");

and

**Alexander Mann Solutions Limited** whose offices are at First Floor, 7-11 Bishopsgate, London, EC2N 3AQ (the "**Service Provider**"),

each being a "**Party**" together known as the "**Parties**".

#### RECITALS

- A. The Customer and the Service Provider, under the Public Sector Resourcing Framework Agreement dated 16<sup>th</sup> January 2018 (the "**Agreement**"), entered into a contract for the Provision of Resourcing Services dated 20<sup>th</sup> May 2019, comprising of the Call Off Order Form and the Call Off Terms (the "**Call Off Contract**").
- B. The Parties now wish to vary the Call Off Contract as set out in and subject to the terms of this Variation.

This Variation takes effect as of 15<sup>th</sup> September 2023 ("**Effective Date**"), or such other date as set out below, notwithstanding the date on which it is signed.

#### 1. VARIATIONS

In accordance with Clause 22.1 of the Call Off Terms, the Parties agree to vary the Call Off Contract as follows:

- 1.1. The Parties agree that the definitions used in the Call Off Terms are amended as follows (additions and/or deletions are identified as underline, italicised and/or strike-through:

<b>"Commercially Sensitive Information"</b>	means the Confidential Information (including that Confidential Information listed in the Call Off Order Form (if any)) comprising of commercially sensitive information relating to: - <ul style="list-style-type: none"><li>(a) the pricing of the Services;</li><li>(b) details of the Service Provider's IPR;</li><li>(c) the Service Provider's business and investment plans; and/or</li><li>(d) the Service Provider's trade secrets;</li><li>(e) <i>the details and pricing of the SOW Delivery;</i></li></ul>
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	<i>(f) the information contained in any Statement of Work</i>
	which the Service Provider has indicated to the Customer that, if disclosed by the Customer, would cause the service provider significant commercial disadvantage or material financial loss;
<b>"Services"</b>	means the services to be provided by the Service Provider to the Customer as referred to in Annex 1 of Call Off Schedule 2 (Services) <i>and shall include the SOW Services;</i>

1.2. The following new definitions are inserted:

<b>"Micro SME"</b>	means a SOW Delivery Provider which has fewer than 10 employees and an annual turnover below £2 million;
<b>"Operational Contract Manager ("OCM")"</b>	means the Customer's representative responsible for managing the SOW and liaising with the SOW Delivery Provider;
<b>"SOW Delivery"</b>	means those services set out in the Statement of Work which are to be provided by the SOW Delivery Provider;
<b>"SOW Delivery Contract"</b>	means the contract entered into between the Service Provider and the SOW Delivery Provider for the provision of the SOW Delivery, by the SOW Delivery Provider, to the Customer;
<b>"SOW Delivery Default"</b>	means any breach of the obligations of the SOW Delivery Provider (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the SOW Delivery Provider or the SOW Delivery Provider Personnel in connection with or in relation to the SOW Delivery;
<b>"SOW Delivery Order"</b>	means an order submitted by the Customer to the Service Provider for SOW Delivery (which incorporates a Statement of Work);
<b>"SOW Delivery Provider"</b>	means the company identified on the SOW Delivery Contract and/or the Statement of Work, being the company, which is responsible for performing the SOW Delivery;
<b>"SOW Delivery Provider Personnel"</b>	means the employees, staff or personnel (including independent contractors or sub-contractors) of the SOW Delivery Provider who are utilised by the SOW Delivery Provider to provide the SOW Delivery;
<b>"SOW Costs"</b>	means the total fees paid to the Service Provider in respect of the SOW Services and the SOW Delivery Provider Charges (as defined in Appendix 2 of Schedule 21), dealt with in accordance with Appendix 2 of Schedule 21;
<b>"SOW Services Call Off Order"</b>	means an order for the provision of the SOW Services, placed by a Customer with the Service Provider under a Call Off Contract and which relates solely to the provision of the SOW Services (it being acknowledged that individual SOW Delivery are ordered by the Customer submitting a SOW Delivery Order);

<b>"SOW Services"</b>	means the services to be provided by the Service Provider to the Customer, as set out in Appendix 1 of Call Off Terms Schedule 21 or as otherwise as amended by the SOW Services Call Off Order Form;
<b>"Statement of Work"</b>	means the written specification of services for an output based package of works with defined project-specific activities, deliverables, timelines and costs that a SOW Delivery Provider is required to deliver to the Customer and forms part of a SOW Delivery Contract;

## 2. PARTIES TO THE AGREEMENT

2.1. The Parties wish to amend Section A of the Call Off Order Form as follows (additions and deletions are respectively underlined/struck through):

"This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Public Sector Resourcing Model Services dated 16/01/2018.

The Service Provider agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and Call Off Terms.

From	<b>DEPARTMENT FOR BUSINESS AND TRADE</b> whose offices are at Old Admiralty Building, Admiralty Place, London, SW1A 2DY (" <b>CUSTOMER</b> ") acting on behalf
	of Advisory, Conciliation and Arbitration Service (" <b>the Service Recipient</b> ") as
	described in section 8.5 below, and any other agencies and public bodies as
	may be added during the duration of the Framework Agreement by signature
	by both Parties of a Variation Form.
	<b>[REDACTED]</b>
	("CUSTOMER REPRESENTATIVE")
To	<b>ALEXANDER MANN SOLUTIONS LIMITED</b> incorporated and registered in England and Wales with company number 02073305 whose registered office is at 7 Bishopsgate, London, EC2N3AQ (" <b>SERVICE PROVIDER</b> ")
	<b>[REDACTED]</b>
	("SERVICE PROVIDER REPRESENTATIVE")

## 2. CALL OFF ORDER FORM TERM

The Parties agree to delete Section B, CALL OFF CONTRACT PERIOD, section 1.1 of the Call Off Order Form and replace it with the following:

<b>1.1</b>	<p>The term of this Call Off Contract shall be from and including 20th May 2019 (the "Call-Off Commencement Date") until :</p> <ul style="list-style-type: none"><li>• 17/07/2025 or;</li><li>• 18 months after the expiry of the Framework Agreement; or</li><li>• where the Framework Agreement has been terminated earlier in accordance with the Framework Agreement, 18 months after the Framework Agreement has been deemed to terminate,</li></ul> <p>whichever is the earlier</p>
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## 3. SECTIONS 5.4 AND 8.5 OF THE CALL OFF ORDER FORM (CUSTOMER BILLING ADDRESS AND NOTICES)

3.1. The Parties agree to add the following details to section 5.4 (Customer billing address) of the Call Off Order Form, which is set out in Section B, PAYMENT:

"Advisory, Conciliation and Arbitration Service: 8<sup>th</sup> Floor, Windsor House, 50 Victoria Street, Westminster, London SW1H 0TL

3.2. The Parties agree to add the following details to section 8.5 (Notices) of the Call Off Order Form, which is set out in Section B, OTHER CALL OFF REQUIREMENTS:

"Other Service Recipient's postal address and email address, respectively:

Advisory, Conciliation and Arbitration Service: 8th Floor, Windsor House, 50 Victoria Street, Westminster, London SW1H 0TL

[Procurement@acas.org.uk](mailto:Procurement@acas.org.uk)

## 4. LIABILITY FOR SERVICE RECIPIENTS

4.1. The Parties agree to add a new section 8.8 to the Call Off Order Form to reflect the intention of the Parties, as follows:

"8.8 With effect from 3<sup>rd</sup> May 2023, where Service Recipients receive services under the Call Off Contract, the Customer shall be responsible for the acts or omissions of the Service Recipients as if they were the acts or omissions of the Customer under the Call Off Contract. The Customer shall procure that the Service Recipients have a copy of the Call Off Contract and understand the Customer's obligations as set out therein and shall procure the Service Recipient's compliance with those obligations."

0. Insert a new Schedule 21 (SOW SERVICES) to the Call Off Terms as set out in Appendix 1 hereto.
1. The Variation is supplemental to the Call Off Contract. Except as expressly amended by the Variation and any previous variation, the Call Off Contract shall remain in full force and effect. Terms defined in the Call Off Contract shall have the same meaning in this Variation, unless otherwise provided by the Variation.
2. The Variation must be agreed and signed by both parties and shall be effective from the effective date specified in the Variation.
3. The parties agree to comply with the terms of the Variation in consideration of the payment by each party to the other of the sum of one pound (£1), the receipt and sufficiency of which is acknowledged by each party.
4. The Variation shall be governed by and construed in all respects in accordance with English law. Any dispute which may arise between the parties concerning this Variation shall be determined by the courts of England and Wales, and the parties submit to the exclusive jurisdiction of such courts.

Signed by an authorised signatory for and on behalf of the Customer

Signature [REDACTED]

Date

Name (in Capitals)

Address

Signed by an  
authorised signatory to sign for and on behalf of the Service Provider

Signature

Date [REDACTED]

Name (in Capitals)

Address

SOW Variation FINAL

## **APPENDIX 1 of VARIATION 03**

### **CALL OFF TERMS - SCHEDULE 21**

#### **SOW SERVICES**

This Schedule 21 to the Call Off Contract sets out the template SOW Services Call Off Order Form and the SOW Services Call Off Contract Terms & Conditions which regulate the provision of SOW Services by the Service Provider to the Customer in respect of the SOW Delivery.

Part 1 of this Schedule 21 sets out the template SOW Services Call Off Order Form.

Part 2 of this Schedule 21 sets out the SOW Services Call Off Contract Terms & Conditions.

#### **SCHEDULE 21, PART 1 – SOW SERVICES CALL OFF ORDER FORM**

##### **SECTION A**

##### **INCORPORATION OF TERMS**

This SOW Services Call Off Order Form is issued in accordance with the provisions of the Call Off Contract dated 20<sup>th</sup> May 2019. The words and expressions in this SOW Services Call Off Order Form shall have the meanings given to them in the Call Off Contract and the Framework Agreement. This SOW Services Call Off Order Form incorporates the terms and conditions of the Call Off Contract (including specifically Schedule 21).

The Customer wishes to procure SOW Services from the Services Provider and the Service Provider agrees to supply the SOW Services specified below on and subject to the terms of Call Off Contract Schedule 21.

##### **PARTIES**

From	<b>DEPARTMENT FOR BUSINESS AND TRADE ("CUSTOMER")</b> acting on behalf of Advisory, Conciliation and Arbitration Service ("SOW SERVICE RECIPIENT")
	<b>[ ] ("CUSTOMER REPRESENTATIVE")</b>
To	<b>ALEXANDER MANN SOLUTIONS LIMITED ("SERVICE PROVIDER")</b> <b>[REDACTED]</b> <b>("SERVICE PROVIDER REPRESENTATIVE")</b>

##### **SECTION B**

##### **1. SOW SERVICES COMMENCEMENT DATE**

1.1.	<b>Commencement Date of SOW Services:</b>	<i>15<sup>th</sup> September 2023</i>
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<b>1.2.</b>	<b>Term ("SOW Services Term")</b>	<p>The term of the SOW Services Call Off Order shall be from and including the Commencement Date of SOW Services set out in 1.1 above until 17/07/2025 or:</p> <ul style="list-style-type: none"> <li>• 18 months after the expiry of the Framework Agreement; or</li> <li>• where the Framework Agreement has been terminated earlier in accordance with the Framework Agreement, 18 months after the Framework Agreement has been deemed to terminated</li> </ul> <p>whichever is the earlier, unless terminated in accordance with the Call Off Contract.</p> <p>The Customer can place a SOW Delivery Order at any time during the SOW Services Term, provided that at the time the SOW Delivery Order is placed, the SOW Delivery (as set out in the Statement Of Work for the SOW Delivery Order) are scheduled to complete prior to the end of the Customer's Call Off Order.</p>
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## 2. SOW SERVICES

<b>2.1.</b>	<b>SOW Services required:</b>	As set out in Appendix 1 of Call Off Contract Schedule 21
<b>2.2</b>	<b>SOW Service Recipients</b>	<p>Where SOW Service Recipients – as named in the Call Off Contract – receive SOW Services under the Call Off Contract, the Customer shall be fully responsible for all acts or omissions of the SOW Service Recipients (including their obligations set out in this Call Off Contract Schedule 21) as if they were the acts or omissions of the Customer under the Call Off Contract.</p> <p>The Customer shall procure that SOW Service Recipients have a copy of the Call Off Contract and understand the Customer's obligations as set out therein, including the obligations set out in Schedule 21, and shall procure the SOW Service Recipient's compliance with those obligations.</p>

## 3. IMPLEMENTATION PLAN

<b>3.1.</b>	<b>SOW Services Implementation Tasks:</b>	As set out in Appendix 3 of the Call Off Contract Schedule 21
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**BY SIGNING AND RETURNING THIS SOW SERVICES CALL OFF ORDER FORM (which may be done by electronic means) the Customer agrees to procure SOW Services from the Service Provider in accordance with the Call Off Contract.**

**The Parties hereby acknowledge and agree that they have read the SOW Services Call Off Order Form and the Call Off Contract and by signing below agree to be bound by the terms and conditions set out in the SOW Services Call Off Order Form and the Call Off Contract.**

**For and on behalf of the Service Provider:**

Name and Title	[REDACTED]
Signature	
Date	

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

Name and Title	[REDACTED]
Signature	
Date	

## **PART 2 – SOW SERVICES CALL OFF CONTRACT TERMS & CONDITIONS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 For the avoidance of doubt the terms and conditions governing the procurement of SOW Services from the Service Provider are set out in the SOW Services Call Off Order Form and the Call Off Contract, including this Schedule 21.
- 1.2 Unless specified otherwise in this Schedule 21, the provisions of the Call Off Contract shall apply to the SOW Services.
- 1.3 Notwithstanding clause 8.7 of the Call Off Contract, and for the avoidance of doubt, if there is any conflict between the terms of this Schedule 21 and the Call Off Contract, the terms of this Schedule 21 shall at all times have priority.

### **2. SOW ORDER**

- 2.1 During the Call Off Contract Period the Customer may place an order (using the SOW Services Call Off Order Form) with the Service Provider requesting the Service Provider to provide SOW Services.
- 2.2 The form of order is the SOW Services Call Off Order Form set out at Schedule 21 Part 1.

### **3. SOW SERVICES**

- 3.1 The Service Provider shall provide the SOW Services specified in Appendix 1 of this Schedule 21.
- 3.2 Any additional services which are not SOW Services (as specified in Schedule 2 Part C of the Framework Agreement) are excluded and will only be performed if such additional services (including all costs) are agreed in advance in writing.
- 3.3 **KPIs:** Notwithstanding any other provisions of the Call Off Contract relating to Key Performance Indicators, in the delivery of the SOW Services the Service Provider shall only be required to comply with those key performance indicators set out at Appendix 4 of this Schedule 21.
- 3.4 **Customer Obligations:** The Customer warrants and agrees that:
  - 3.4.1 it shall perform its obligations set out in this Schedule 21.
  - 3.4.2 the information, documents, materials, data or other items provided by the Customer pursuant to this Schedule 21 do not infringe the Intellectual Property Rights of any third party;
  - 3.4.3 it shall comply with all applicable law in relation to the performance of its obligations under this Schedule 21.
  - 3.4.4 it shall provide reasonable cooperation to the Service Provider when requested (including access to people, premises, systems and equipment owned, operated or controlled by the Customer) to enable Service Provider to perform the SoW Services and (as appropriate) the SOW Delivery Provider to perform the SOW Delivery.
  - 3.4.5 where any consent, permission or direction of the Customer is required by the Service Provider or as appropriate, the SOW Delivery Provider, the Customer shall use reasonable endeavours to provide such consent, permission or direction without delay.

3.4.6 it is responsible, in procuring the SOW Services and the SOW Delivery, for compliance with all applicable Law relating to the procurement of the same (including the Public Contract Regulations 2015 (as amended from time to time)).

3.5 **Delay Payments:** Notwithstanding any other provisions of the Call Off Contract, the Service Provider is under no obligation to pay Delay Payments or other liquidated damages in respect of the SOW Services or the SOW Delivery. Any delay payments in respect of the SOW Delivery shall (if any) be specified in the Statement of Work and are the responsibility of the SOW Delivery Provider.

#### **4. SOW DELIVERY**

##### **4.1 SOW Delivery Orders:**

4.1.1 The Customer may, during the SOW Services Term, submit (via the Vendor Management System) a SOW Delivery Order requesting the assistance of the Service Provider in the sourcing and provision of SOW Delivery (as set out in a Statement of Work) from a SOW Delivery Provider.

4.1.2 The Service Provider reserves the right to reject a SOW Delivery Order and/or a Statement of Work to the extent that the Service Provider considers, in its opinion, that due to the complexity of the request there is a significant risk to delivery.

##### **4.2 SOW Delivery Contract:**

4.2.1 The Service Provider shall procure that all SOW Delivery Providers enter into the SOW Delivery Contract prior to their engagement to provide SOW Delivery.

##### **4.3 SOW Delivery Provider:**

4.3.1 The Customer may nominate SOW Delivery Providers to the Service Provider.

4.3.2 The Service Provider reserves the right to engage and/or reject a SOW Delivery Provider.

##### **4.4 Statement of Work:** The Parties agree as follows:

4.4.1 The Customer is responsible for:

- (a) the definition of the scope and contents of the Statement of Work;
- (b) satisfying itself as to the suitability of a SOW Delivery Provider to perform the Statement of Work; and
- (c) the approval of each Statement of Work.

4.4.2 Each Statement of Work shall set out the details of the SOW Delivery which are to be provided by the SOW Delivery Provider, including (but not limited to) all services, deliverables, milestones, milestone payments, acceptance testing, start date, end date and agreed pricing.

4.4.3 Each Statement of Work is made pursuant to and accordance with the terms of the SOW Delivery Contract.

4.4.4 In the event that the Service Provider enters into any SOW Delivery Contract in connection with any Statement of Work it shall:

- (a) remain responsible to the Customer for the SOW Delivery Provider's performance of its obligations under the SOW Delivery Contract and each Statement of Work notwithstanding the appointment of any SOW Delivery Provider and be responsible for the acts, omissions and neglect of the SOW Delivery Provider;

- (b) impose obligations on each SOW Delivery Provider in the same terms as those imposed on it pursuant to this Schedule 21 and the relevant Statement of Work and shall use its reasonable endeavours to procure that the SOW Delivery Provider complies with such terms; and
- (c) provide a copy, at no charge to the Customer, of any such SOW Delivery Contract on receipt of a request for such by the Customer's Authorised Representative.

**4.5 Obligations of SOW Delivery Provider:** To the extent that the SOW Delivery Provider fails to perform the SOW Delivery in accordance with the obligations of the SOW Delivery Contract or Statement of Work, the provisions of Clause 6 of this Schedule 21 (Dispute Resolution) shall apply.

## **5. SOW DELIVERY PROVIDER CONTRACT**

**5.1** The Service Provider shall use reasonable endeavours to include the following provisions in the SOW Delivery Contract:

- 5.1.1 requiring the SOW Delivery Provider to seek the prior written authority of the Customer via the Vendor Management System to raise an invoice in respect of the SOW Delivery (strictly subject to the SOW Delivery Provider satisfying all relevant requirements of the Statement of Work);
- 5.1.2 that the Service Provider shall pay any undisputed sums which are due from the Service Provider to a SOW Delivery Provider within thirty (30) days from the receipt of a valid and undisputed invoice;
- 5.1.3 the Service Provider shall ensure that all SOW Delivery Contracts with SOW Delivery Providers require the SOW Delivery Provider to comply with Clause 28.4 (Publicity and Branding) of the Framework Agreement;
- 5.1.4 a provision that the SOW Delivery Provider's liability in respect of Losses arising in relation to the SOW Delivery provided pursuant to each Statement of Work shall not be less than one hundred and fifty percent (150%) of the charges paid by the Service Provider to the SOW Delivery Provider pursuant to all Statement of Works;
- 5.1.5 a requirement on the SOW Delivery Provider to maintain, in relation to the SOW Delivery, a record of the activities performed, the time spent by the SOW Delivery Provider Personnel in performing the SOW Delivery, the rates charged, and the costs incurred to date;
- 5.1.6 provisions requiring the SOW Delivery Provider to allow the Service Provider or Customer to perform a full audit (including the grant of access rights to the SOW Delivery Provider's staff and premises) and to the disclosure of information, reports and other information relating to the SOW Delivery and SOW Delivery Personnel;
- 5.1.7 an obligation on the SOW Delivery Provider to use its reasonable endeavours to ensure that the same SOW Delivery Provider Personnel will continue to be involved throughout provision of the SOW Delivery;
- 5.1.8 an obligation on the SOW Delivery Provider to procure that the SOW Delivery Provider Personnel complies with such site rules and procedures as are notified to the SOW Delivery Provider by the Service Provider, or the Customer, from time to time;
- 5.1.9 an obligation to maintain, throughout the term of each Statement of Work, the following insurances with values not less than those specified below unless otherwise specified in the Statement of Work or by the Customer:

- (a)
- “ for SOW Delivery Providers who are Micro SMEs:
    - (i) professional indemnity insurance, per claim, of not less than £ 1,000,000 or 150% of the total value of the SOW Services Contract, whichever is the greater
    - (ii) employer’s liability insurance with a limit of not less than £5,000,000
    - (iii) public liability insurance with a limit of not less than £5,000,000;
  - “ ( ) for SOW Delivery Providers who are not Micro SME:
    - (i) professional indemnity insurance with a limit per claim of not less than £5,000,000 or 150% of the total value of the SOW Services Contract, whichever is the greater
    - (ii) employer’s liability insurance with a limit of not less than £10,000,000
    - (iii) public liability insurance with a limit of not less than £5,000,000;

5.1.10 a right under the Contracts (Rights of Third Parties) Act 1999 for the Customer to enforce, directly against the SOW Delivery Provider, any provisions under the SOW Delivery Contract or Statement of Work which confer a benefit upon the Authority;

5.1.11 a term giving the Service Provider and the Customer a right to terminate the SOW Delivery Contract if the SOW Delivery Provider fails (at the discretion of the Customer) to provide the SOW Delivery in accordance with a Statement of Work, or is otherwise in breach of contract; or

5.1.12 requiring the SOW Delivery Provider to comply with the Standards.

## 6. DISPUTE RESOLUTION

6.1 not used

6.2 If a Dispute arises between the Customer and the Services Provider in connection with the performance of the SOW Services or the SOW Delivery, then such Dispute shall be dealt with in accordance with clause 56 and Schedule 11 of the Call Off Contract.

6.3 Notwithstanding clause 56 of the Call Off Contract, if the Dispute relates to SOW Delivery (including the actions of the SOW Delivery Provider or any other third party), at the Customer's written request, the Customer shall be entitled to have full conduct of the Dispute against the SOW Delivery Provider (or other third party). The Service Provider shall provide reasonable assistance to the Customer (subject to the Service Provider being indemnified for all costs and expenses relating to the Dispute).

6.4 The Customer shall not withhold payment of the SOW Costs (and undisputed sums which the Service Provider owes to the SOW Delivery Provider) to the Service Provider in relation to Statements of Work that are not the subject of a Dispute.

## 7. IMPLEMENTATION PLAN

7.1 **SOW Services:** Any dependencies and data which the Customer is required to comply with or provide, in order to enable and activate the SOW Services, shall be set out in Appendix 3 of this Schedule 21 or as otherwise requested in writing and the Customer shall immediately provide the same.

7.2 **SOW Delivery:** Any implementation plan in relation to the SOW Delivery shall (if any) be specified in the Statement of Work.

## 8. TESTING

8.1 To the extent that testing is required in relation to any SOW Delivery, such testing shall be specified in the Statement of Work.

## **9. BUSINESS CONTINUITY AND DISASTER RECOVERY**

9.1 The provisions of Call Off Schedule 8 (Business Continuity and Disaster Recovery) shall not apply to SOW Delivery.

## **10. LIABILITY**

- 10.1 The Service Provider shall indemnify and keep indemnified the Customer against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this Schedule 21, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any SOW Delivery Provider save to the extent that the same is caused by or arises from the negligence, breach of this Schedule 21 or applicable Law by the Customer.
- 10.2 The parties agree that notwithstanding any other provision contained in the Call Off Contract, the total liability of the Service Provider under a Statement of Work performed pursuant to a SOW Delivery Contract shall be capped at the amount recovered and paid to the Service Provider in cleared funds from the SOW Delivery Provider ("Recovered Sums"), less the Service Provider's costs of recovery (including the costs and expenses incurred pursuant to Clause 6 of this Schedule 21). The Service Provider will be entitled to deduct its costs and expenses from the Recovered Sums (if any).
- 10.3 Miscellaneous: Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with Losses relating to the SOW Services and/or the SOW Delivery.

## **11. SOW COSTS**

11.1 The Customer shall pay the SOW Costs in accordance with the provisions of Appendix 2 of Call Off Contract Schedule 21.

### **11.2 Retention and Set Off**

11.2.1 The right of retention and set off, as set out in Clause 23.3 of the Call Off Contract, shall not apply to any sums owed by the Customer to the Service Provider which relate to the SOW Delivery Provider's costs, expenses, fees and charges.

## **12. DEFAULT & FORCE MAJEURE**

- 12.1 Notwithstanding the provisions of clause 40 or 41 of the Call Off Contract, the Customer shall have no right to terminate this Call Off Contract as a consequence of any failure or delay by any SOW Delivery Provider to perform its obligations under a SOW Delivery Contract (including a Statement of Work).
- 12.2 Any failure or default by a SOW Delivery Provider shall not be regarded as a Default. The provisions of clauses 40 or 41 shall not apply as a consequence of the actions of the SOW Delivery Provider.
- 12.3 Any failure or default by a SOW Delivery Provider shall not be regarded as a Force Majeure Event in respect of which the Service Provider is responsible.

## **13. TERMINATION**

13.1 **Material Default:** It is agreed by the parties that:

- 13.1.1 any SOW Delivery Default shall not constitute a Default by the Service Provider entitling the Customer to terminate the Call Off Contract for material default pursuant; and
- 13.1.2 any SOW Delivery Default shall not constitute a Critical Service Level Failure entitling the Authority to terminate the Framework Agreement (or any part of it) pursuant to clause 33.9.
- 13.2 **Restriction on Termination:** The Customer shall not have the right to terminate the Call Off Contract (or any part of it (including the SOW Services):
  - 13.2.1 pursuant to clause 41.2 of the Call Off Contract in the event of any action, omission or default of the SOW Delivery Provider; or
  - 13.2.2 pursuant to clause 41.10 to the extent that the Service Provider fails to agree to a Variation that affects or is connected to the SOW Services.
- 13.3 **Termination of SOW Delivery Contract:** The Customer may require the Service Provider to terminate a SOW Delivery Contract where:
  - 13.3.1 the acts or omissions of the relevant SOW Delivery Provider have caused or materially contributed to the Customer's right of termination pursuant to any of the termination events in Clause 4113 (Customer Termination Rights); and/or
  - 13.3.2 the SOW Delivery Provider or its Affiliates embarrass the Customer or other Crown Bodies; cause, permit, contribute or is in any way connected to material adverse publicity relating to or affecting the Customer or other Crown Bodies or the Framework; or bring the Customer or other Crown Bodies into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer or other Crown Bodies, regardless of whether or not such act or omission is related to the Service Provider's obligations under this SOW Call Off Contract.

#### **14. CONSEQUENCES OF TERMINATION**

- 14.1 Without prejudice to the rights of the Service Provider in the Call Off Contract, in the event that the SOW Services are terminated pursuant to clause 13 of Call Off Contract Schedule 21, or the Call Off Contract expires, the Customer shall pay all sums due to the Service Provider as at the date of termination together with all sums owed by the Service Provider to SOW Delivery Provider.

## **APPENDIX 1 OF SCHEDULE 21 OF THE CALL OFF TERMS: SOW SERVICES**

### **1 INTRODUCTION**

- 1.1 This Appendix 1 to Call Off Terms Schedule 21 specifies the SOW Services to be provided by the Service Provider.
- 1.2 The following SOW Services are provided.

### **2 AIMS AND OBJECTIVES**

- 2.1 The aims and objectives of the SOW Services are to provide:
  - 2.1.1 a compliant route to market for the sourcing and engagement of SOW Delivery Providers to provide SOW Delivery Services to the Customer.
  - 2.1.2 to provide visibility of all spend incurred in connection with the engagement of SOW Delivery Providers.
  - 2.1.3 to drive: quality; efficiency, value for money, transparency of spend, and contractual consistency (including flow-down of Authority and Customer terms and conditions).

### **3 DESCRIPTION OF SOW SERVICES**

#### **3.1 SCOPE**

- 3.1.1 The SOW Services shall be provided for the following Service Disciplines:
  - 3.1.1.1 PMO / Project Delivery: the provision of services relating to the application of processes, methods, skills, knowledge and experience to manage specific project objectives according to the project acceptance criteria within agreed parameters. Project management has final deliverables that are constrained to a finite timescale and budget.
  - 3.1.1.2 Commercial: the provision of business and commercial services in relation to a product or service that can be bought by a public sector organisation, including but not limited to creating sourcing strategies and early market engagement, managing the procurement stages for goods and services, and the commercial management of the contracts awarded. This provision also includes supply chain management and performance management.
  - 3.1.1.3 Finance: the provision of accountancy, control mechanisms and systems, which could include the establishment of financial strategies, policies, processes and departmental organisation to develop financial efficiency of its project delivery. This includes both strategic and operational finance which could result in delivery improvements.
  - 3.1.1.4 Organisational Development and Design: the provision of services in relation to delivery and implementation of strategy, structure management and operations of an organisation in pursuit of its purposes and objectives. Specific outputs related to long range planning, re-organisation of structure, rationalisation of services.
  - 3.1.1.5 Human Resources: the provision of services in relation to recruitment, retention, manpower planning and HR strategies, and training and education strategies.
  - 3.1.1.6 Workforce Planning : the provision of services in relation to analysing the current workforce, determining future workforce needs, identifying the gap between the present and the future, and implementing solutions so that an organisation can accomplish its mission, goals, and strategic plan.

- 3.1.1.7 Analytics – business / data: the provision of services in relation to systematic computational analysis of data or statistics used for the discovery, interpretation, and communication of meaningful patterns in data to support effective decision making.
- 3.1.1.8 Change management: the provision of services in relation to the programmatic, departmental or organization based change from current to future desirable state.
- 3.1.1.9 Digital, Data and Technology (DDaT): the provision of services to include the creation, management and optimisation of or access to information and technology, IT services, digital transformation, data management, content management, business process services, application services and infrastructure services.
- 3.1.1.10 Training: the provision of services in relation to the development or delivery of training programmes, courses or materials.
- 3.1.1.11 Data science: the provision of services in relation to extracting business-focused insights from data, understanding information flows and overlaying those to create business opportunities.
- 3.1.1.12 Research: the provision of services in relation to investigating and studying materials, services and sources in order to establish facts and reach new conclusions, create new knowledge and/or the use of existing knowledge in a new and creative way so as to generate new concepts, methodologies and understandings.
- 3.1.2 Any additional Service Disciplines which a Customer may require, in addition to those set out at Clause 3.1.1 above, shall only be provided with the prior written agreement of the Service Provider.
- 3.1.3 The Service Provider shall not deliver SOW Services for
  - 3.1.3.1 service Disciplines outside of those detailed in Clause 3.1.1 above unless otherwise agreed between the parties;
  - 3.1.3.2 pre-existing Statements of Work commenced prior to the SOW Service commencement;
  - 3.1.3.3 geographic territories outside of the United Kingdom; and
  - 3.1.3.4 Statements of Work valued in excess of £10M (ten million) excluding VAT.
- 3.1.4 The Service Provider shall not provide, and shall not be responsible for the provision of, the SOW Delivery.
- 3.2 SERVICES
  - 3.2.1 During the Term of the Framework Agreement a Customer may request the Service Provider's assistance, from time to time, in the sourcing and engagement of SOW Delivery Providers who have the skill and capability to provide the SOW Delivery (as set out in a Statement of Work) to the Customer.
  - 3.2.2 The SOW Services shall consist of the following, as further set out in Clause 4 of this Appendix 1 of Schedule 21:
    - 3.2.2.1 SOW Service implementation
    - 3.2.2.2 Provision of the Vendor Management System (VMS) to facilitate

- a) Decision Tree;
- b) RFP process;
- c) SOW monitoring and resource tracking;
- d) Milestone and deliverable tracking and reporting;
- e) Management of payment to SOW Delivery Provider;
- f) Management Information.

3.2.2.3 Provision of a team of SOW Buyers to support the Customer manage the end to end Statement of Work process, including:

- a) Queries management on Decision Tree;
- b) RFP Process;
- c) SOW Delivery Provider award;
- d) Statement of Work commencement;
- e) Milestone and Payment Milestone tracking;
- f) Statement of Work completion and off-boarding;
- g) Early termination;
- h) Statement of Work Change Management;
- i) Dispute Management.

3.2.2.4 SOW supply chain development and management.

## 4 Summary of SOW Service

### 4.1 Queries management on Decision Tree

#### 4.1.1 The Service Provider will:

4.1.1.1 support the OCM's in determining if the correct engagement model has been identified by the Decision Tree through the briefing call discussion and address any questions;

4.1.1.2 advise on the redirection of any requests that should be managed via another route.

#### 4.1.2 The Customer will:

4.1.2.1 raise any questions with the SoW Buyer on the briefing call in relation to the Decision Tree and its outcome;

4.1.2.2 share insight into why the answers were provided to the decision tree questions at the briefing call.

### 4.2 Request For Proposal ("RFP")

#### 4.2.1 The Service Provider will:

4.2.1.1 on receipt of a request to source SOW Delivery, work with the OCM to confirm that it is a genuine deliverables and milestone based piece of work;

4.2.1.2 arrange a validation meeting with the OCM to confirm relevant details about the Statement of Work and provide guidance to the OCM for them to properly scope the project, and define the deliverables, milestones, timelines and other requirements of the Statement of Work;

- 4.2.1.3 ensure that documentation received from the OCM is complete for the release of the RFP;
- 4.2.1.4 ensure all details are fully captured in the VMS and ready for approval;
- 4.2.1.5 track progress of requests going through approvals;
- 4.2.1.6 on confirmation of all necessary approvals, release the RFP to the relevant SOW Delivery Providers via the VMS in line with agreed supplier engagement principles detailed in Clause 8 of this Appendix 1 of Schedule 21;
- 4.2.1.7 support the Customer in their development of the Statement of Work by providing structure and templates guidance; and
- 4.2.1.8 ensure that all SOW Delivery Providers have signed a SOW Delivery Master Services Agreement with the Service Provider prior to receiving any RFPs.
- 4.2.2 The Customer will:
  - 4.2.2.1 ensure the tender and procurement process is compliant with all relevant procurement regulations and the Customer's internal procurement processes;
  - 4.2.2.2 undertake an employment tax status determination using the HMRC CEST tool to ensure the IR35 status is appropriate for the particular Statement of Work;
  - 4.2.2.3 provide and approve the scope of SOW Delivery pursuant to a Statement of Work;
  - 4.2.2.4 provide the detailed project deliverables, milestones, delivery dates, and any other requirements of the Statement of Work including budgetary information if deemed appropriate
  - 4.2.2.5 draft all documentation relating to the RFP;
  - 4.2.2.6 provide Service Provider with the details of permitted approvers in relation to the approval of all Statements of Work;
  - 4.2.2.7 manage the approval process for all Statements of Work;
  - 4.2.2.8 prepare and approve each Statement of Work.

#### **4.3 SOW Delivery Provider award:**

- 4.3.1 The Service Provider will:
  - 4.3.1.1 manage the process of responding to clarification questions from bidding suppliers and submit questions to the Customer to provide responses;
  - 4.3.1.2 check all bid submissions for completeness and shortlist in line with minimum criteria as agreed with the Customer;
  - 4.3.1.3 coordinate any follow up scoping calls or presentations between Customer and potential suppliers;
  - 4.3.1.4 manage unsuccessful supplier process and feedback; and
  - 4.3.1.5 manage the award process with the successful supplier.
- 4.3.2 The Customer will:
  - 4.3.2.1 set minimum criteria for shortlisting SOW Delivery Providers that have responded to an RFP;
  - 4.3.2.2 provide responses to supplier queries;
  - 4.3.2.3 evaluate the shortlist and ultimately select preferred bidder; and
  - 4.3.2.4 provide feedback on unsuccessful bids.

#### **4.4 Statement of Work commencement**

##### **4.4.1 The Service Provider will:**

- 4.4.1.1 provide a standard Statement of Work template for the Customer to complete;
- 4.4.1.2 work with the Customer and the SOW Delivery Provider in order to finalise the Statement of Work prior to issuing it to the successful SOW Delivery Provider;
- 4.4.1.3 validate the structure of the finalised Statement of Work and facilitate any amendments in the VMS to ensure a documented audit trail of the Statement of Work between parties;
- 4.4.1.4 ensure SOW Delivery Provider logs the details of their assigned resource in VMS;
- 4.4.1.5 ensure valid purchase order is received and details including the number and value is recorded in the VMS prior to work commencing for the provision of SOW Delivery;
- 4.4.1.6 ensure the Statement of Work is accepted by SOW Delivery Provider prior to work commencing for the provision of SOW Delivery;
- 4.4.1.7 ensure the SOW Delivery Provider has:
  - 4.4.1.7.1 validated the finalised Statement of Work, and
  - 4.4.1.7.2 confirmed pre-placement screening is in place for all SOW Service Provider Personnel and confirmed in the VMS.

##### **4.4.2 The Customer will:**

- 4.4.2.1 define, draft and create the Statement of Work (including but not limited to all timing, deliverables, milestones, acceptance criteria, budget or other criteria) with support on structure and templates guidance from the Service Provider as necessary;
- 4.4.2.2 manage any amendment process required to finalise a Statement of Work and keep the Service Provider informed of discussions and progress;
- 4.4.2.3 approve the Statement of Work prior to acceptance of this by the SOW Delivery Provider;
- 4.4.2.4 raise purchase order to the correct value and provide the Service Provider with the purchase order details before any work commences.

#### **4.5 Milestone and Payment Milestone Tracking**

##### **4.5.1 The Service Provider will:**

- 4.5.1.1 monitor the submission by SOW Delivery Providers of periodic reporting, confirming progress against deliverables, completed activities, challenges and issues and overall project status ("Highlight Report");
- 4.5.1.2 in accordance with Schedule 32, facilitate the management of the disputes where the Customer or SOW Delivery Provider flags any dispute and help identify the appropriate action and ensure this is recorded in the VMS;
- 4.5.1.3 monitor the recording and approval of milestones that the SOW Delivery Provider will submit as completed via the VMS;
- 4.5.1.4 facilitate the payment to SOW Delivery Provider for approved milestones and deliverables.

- 4.5.2 The Customer will;
  - 4.5.2.1 actively review Highlight Reports and advise Service Provider of any challenges and discrepancies;
  - 4.5.2.2 satisfy itself that milestones and deliverables have been met before approving any milestones
  - 4.5.2.3 approve milestones and associated payments for satisfactory work.

#### **4.6 Statement of Work completion and off-boarding**

- 4.6.1 On completion of the Statement of Work, the Service Provider will:
  - 4.6.1.1 seek confirmation from the Customer that the Statement of Work has been completed by the SOW Delivery Provider;
  - 4.6.1.2 facilitate, within the VMS, the closure of the Statement of Work and ensure all final payments are processed.
- 4.6.2 The Customer will:
  - 4.6.2.1 approve final milestones in the VMS;
  - 4.6.2.2 if the Statement of Work has completed, it shall provide confirmation of this to the Service Provider within the VMS;
  - 4.6.2.3 close down the Statement of Work and allocated resources in any Customer systems such IT (email etc) and HR as well as building access if applicable.

#### **4.7 Early termination of Statement Of Work**

Where the Customer wishes to end a Statement of Work before the completion of all deliverables:

- 4.7.1 The Service Provider will:
  - 4.7.1.1 process requests from the Customer for early termination and advise the SOW Delivery Provider, provided they are in line with the agreed termination provisions;
  - 4.7.1.2 where the SOW Delivery Provider has a valid claim for costs associated with early termination, collect a fully itemised and costed list of Losses, with supporting evidence including such further evidence as the Customer may require;
  - 4.7.1.3 ensure any outstanding milestone activity is documented in the VMS;
  - 4.7.1.4 facilitate within the VMS, the closure of the Statement of Work and ensure all approved payments due to date are processed;
  - 4.7.1.5 confirm with the Customer whether an alternate SOW Delivery Provider is required to complete the relevant Statement of Work, or a new Statement of Work is required;
  - 4.7.1.6 review previous submissions for suitability where the Customer wishes to appoint an alternate SOW Delivery Provider to complete the Statement of Work;
- 4.7.2 The Customer will:
  - 4.7.2.1 advise Service Provider on the wish to terminate the Statement of Work early in accordance with the early termination provisions, providing suitable justification;
  - 4.7.2.2 where the SOW Delivery are terminated for convenience by the Customer, pay any reasonable fees for works completed and, reasonable and proven Losses which would

otherwise represent an unavoidable loss by the SOW Delivery Provider by reason of the early termination of the SOW Delivery, provided that the SOW Delivery Provider takes all reasonable steps to mitigate such Losses;

4.7.2.3 approve completed milestone activity in the VMS and all payments due to date;

4.7.2.4 close down the Statement of Work and allocated resources in any Customer systems such IT (email etc) and HR as well as buildings access if applicable;

4.7.2.5 advise the Service Provider if replacement SOW Delivery Provider is needed and commence the process if required.

#### **4.8 SOW Change Management**

4.8.1 Where there is a requirement to make amendments to the Statement of Work, the Service Provider will:

4.8.1.1 manage the revisions process to ensure that it is agreed between all parties;

4.8.1.2 issued a revised Statement of Work for acceptance by all parties.

4.8.2 The Customer will;

4.8.2.1 request the change within the VMS and seek appropriate approval if approval is required;

4.8.2.2 obtain additional financial approval if the revisions increase the value of the Statement of Work in line with departmental parameters.

#### **4.9 Dispute Management**

Where the OCM expresses concerns regarding the unsatisfactory completion of milestones or deliverables by a SOW Delivery Provider

4.9.1 The Service Provider will:

4.9.1.1 request written clarification from the OCM detailing the unsatisfactory nature of the milestones or deliverables

4.9.1.2 impart the concerns to the SOW Delivery Provider and obtain a response

4.9.1.3 understand from the OCM what remedies they are seeking

4.9.1.4 facilitate the dialogue between the OCM and SOW Delivery Provider to reach agreement on how to conclude the matter

4.9.2 The Customer will;

4.9.2.1 document the concerns regarding the unsatisfactory milestones or deliverables

4.9.2.2 work with Service Provider to identify suitable and proportional resolution in respect of any remedial work or part payment

4.9.2.3 define required approach for any consequential impact on other documented milestones or deliverables

#### **4.10 Direct Award**

4.10.1 Service Provider will:

4.10.1.1 advise the Customer of advantages of following full RFP process. Provide guidance to

- ensure the Customer scopes out the project correctly and the deliverables and milestones are defined;
  - 4.10.1.2 engage the SOW Delivery Provider if not already signed up to Service Provider terms and conditions;
  - 4.10.1.3 release the new SOW Order to the SOW Delivery Provider to respond with a formal bid;
  - 4.10.1.4 conduct a final review of the SOW Delivery Provider bid to ensure it meets the requirements of the SOW Order and award the Statement of Work in the VMS.
- 4.10.2 The Customer will:
  - 4.10.2.1 identify a Direct Award Service Provider to award a Statement of Work;
  - 4.10.2.2 ensure single tender considerations have been conducted;
  - 4.10.2.3 provide confirmation in writing that the required internal approvals have been obtained;
  - 4.10.2.4 evaluate the SOW Delivery Provider's bid against SOW Order; and
  - 4.10.2.5 ensure that all provisions as set out in Clause 4.2.2 of this Appendix 1 of Schedule 21 have been adhered to as appropriate.

## **5 IMPLEMENTATION OF THE SOW SERVICES (EXCLUDING SOW DELIVERY SERVICES)**

### **5.1 IMPLEMENTATION DEPENDENCIES FOR THE CUSTOMER**

- 5.1.1 To ensure a successful roll out of the SOW Services the Customer shall be responsible for:
  - 5.1.1.1 Signing the SOW Services Order Form;
  - 5.1.1.2 Working with Service Provider to develop and execute appropriate communication and change management to educate the Customer users, including but not limited to Operational Contract Managers (OCM), IT and Finance, to the new service and associated changes as appropriate;
  - 5.1.1.3 ensuring availability of and access to Customer resources identified in the Implementation Plan as required to support the Service Provider;
  - 5.1.1.4 ensuring that the VMS is accessible to Customer users from Service Commencement date;
  - 5.1.1.5 collating and issuing to the Service Provider policies and process information relevant to the Services including Customer compliance standards, audit arrangements;
  - 5.1.1.6 collating and sharing with the Service Provider in the agreed format all requested current organisational and service user data to enable the deployment of the Service to include, but not be limited to, departments, functions, teams, cost centres, OCM and workflow approver names and email addresses;
  - 5.1.1.7 completing all set-up activities to facilitate the invoicing and payment of the Service Provider without the requirement of any system integrations.

## **6 SOW CUSTOMER SERVICE FUNCTION**

## 6.1 Customer Service Function

6.1.1 The Service Provider shall ensure the SOW Services supports the Customer management of enquiries and complaints, request for advice and technical support through all means of communication, including but not limited to:

6.1.1.1 online systems;

6.1.1.2 email;

6.1.1.3 telephone.

6.1.2 The Service Provider shall ensure that all Service Provider Personnel appointed have the relevant skills and knowledge of the Services, customer relations and relevant technology, to address and resolve all enquiries, complaints, and advice and support requests to the satisfaction of the Customer.

6.1.3 The Service Provider shall provide and maintain an appropriate level of Service Provider Personnel availability, to consistently deliver an effective service to the Customer during operational hours from Monday to Friday inclusive, between the hours of 08:00hrs to 18:00hrs.

6.1.4 The Service Provider shall provide online guidance on how to access the SOW Service to the Customer as well as a generic Frequently Asked Questions or information page as agreed between the Authority and the Service Provider.

## 7 PROVISION OF TECHNOLOGY – VENDOR MANAGEMENT SYSTEM (VMS)

### 7.1 Vendor Management System (VMS)

7.1.1 The Service Provider shall provide, manage and maintain an internet-enabled VMS that will act as the mechanism to manage SOW Services and procure SOW Delivery, and which will provide an end to end workflow for the SOW Service.

7.1.2 The Service Provider shall ensure that the VMS is fully operational for the SOW Service in line with the agreed implementation timelines.

7.1.3 The Service Provider shall be responsible for configuration, testing and accreditation of the VMS, and ensuring that the Implementation Plan meets the timescales specified by the Customer.

7.1.4 The Service Provider shall ensure that all system components of the VMS comply with the requirements including, but not limited to data management, maintenance, upgrade, downtime and accessibility in accordance with the requirements as set out in Framework Schedule 24 - Technology System Requirements.

7.1.5 The Service Provider shall provide, host and maintain a VMS, which meets all the following requirements, as a minimum:

7.1.5.1 **Request/Approvals** – a process that requires the Customer Authorised Users to secure the relevant approvals within their organisation to allow the sourcing of their SOW Delivery requirements.

7.1.5.2 **RFP** - a process that assists the Customer Authorised Users to find and select a SOW Delivery Provider within the agreed Categories.

7.1.5.3 **Transparency** - open and transparent processes including date and time stamping of all activities executed on the VMS.

7.1.5.4 **Management** - functionality that allows management of end to end SOW Service including, but not limited to:

- 7.1.5.4.1 Decision Tree;
  - 7.1.5.4.2 SOW definition and milestone and deliverable setting;
  - 7.1.5.4.3 Formal acceptance of SOW by all parties;
  - 7.1.5.4.4 SOW Delivery Provider Personnel Onboarding confirmations;
  - 7.1.5.4.5 Statement of Work progress reporting;
  - 7.1.5.4.6 Milestone and deliverables completion and approvals days;
  - 7.1.5.4.7 Statement of Work completion and approvals;
  - 7.1.5.4.8 Resource Off Boarding confirmation.
- 7.1.5.5 **Payment (Purchase Order)** - the processing of purchase orders, invoicing (including full transparency in invoices), verification and payment, not including integration with embedded payment cards.
- 7.1.5.6 **Performance reporting** - providing dashboards against agreed Key Performance Indicators, regular reporting (as specified by the Customer), ad-hoc reporting and Customer self-service reporting.
- 7.1.6 Management Information and Reporting:
  - 7.1.6.1 collection, storage of data and reporting, relating to provision of the Services and provision of Management Information to the Customer;
  - 7.1.6.2 access to self service reporting to provide a real time view of the SOW Delivery landscape across the Customer;
  - 7.1.6.3 monitor the performance and compliance of the Service Provider in their delivery of the Services.
- 7.1.7 Functionality:
  - 7.1.7.1 self-service for all users;
  - 7.1.7.2 milestone and deliverable functionality to clearly capture where a milestone or deliverable has been met. The functionality shall also provide notification to the Customer where a SOW Delivery Provider has submitted a milestone for approval;
  - 7.1.7.3 the ability to include SOW Delivery Provider expenses within the payments functionality. The Service Provider shall ensure that this functionality also enables scanned receipts to be uploaded to the system and made visible to the Authority and the Contract Authorities to meet the audit requirements of the Authority;
  - 7.1.7.4 notification functionality that can be configured to meet the requirements of the Authority and the Contract Authorities for notification of the following, but not limited to, activities:
    - 7.1.7.4.1 financial approvals;
    - 7.1.7.4.2 commercial approval;
    - 7.1.7.4.3 Purchase Order storage and SOW approvals;
    - 7.1.7.4.4 receipt of SOW Delivery Provider bid responses;
    - 7.1.7.4.5 outstanding activity (no bid responses within defined timescales);
    - 7.1.7.4.6 milestone and deliverable approvals;
    - 7.1.7.4.7 Statement of Work completion, including any SOW Delivery Provider Personnel offboarding.
- 7.1.8 Transparency with date and time stamping to ensure Customer Authorised User and Authorised Users can view the current status of activities in real time.
- 7.1.9 The Service Provider shall provide a technology support team as part of the Customer Service

Function that will also support the SOW Service.

7.1.10 The Service Provider shall ensure that the VMS can collect data on the SOW Services to enable compliance with the monthly reporting requirements to the Authority, (for the Management Information System) MI Report as set out in Framework Agreement Schedule 9 - Management Information and Management Reporting.

7.1.11 The Service Provider shall be responsible for ongoing development of the VMS to ensure availability of the latest system capabilities at their own cost. The Service Provider shall inform the Customer (in advance) of new upgrades, as set out in Framework Agreement Schedule 24 – Technology System Requirements.

7.1.12 The Service Provider shall provide unlimited user licences, to the Customer Authorised Users.

7.1.13 The Service Provider shall be responsible for ensuring the security and data integrity of all information held in the VMS in accordance with the terms as set out in Framework Agreement Schedule 24 – Technology System Requirements.

## 7.2 Training

7.2.1 The Service Provider shall provide the Customer Authorised User with clear instructions on how to use the VMS which will enable the Customer Authorised Users to fulfil all operational functions.

7.2.2 Where requested by the Customer, the Service Provider shall provide refresher training and any training required for new software updates at no additional cost to the Customer.

7.2.3 The Service Provider shall ensure that all training material is provided to the Customer prior to publication/delivery.

7.2.4 The Service Provider shall ensure all training for the VMS is delivered via a route to be agreed with the Customer and shall include, as a minimum:

7.2.4.1 online;

7.2.4.2 webinar;

7.2.4.3 telephone.

7.2.5 The Service Provider shall ensure appropriate Service Provider Personnel are in place to meet all training requirements of the Customer to allow full use of all VMS functionality throughout the duration of the Framework Agreement.

## 8 SOW DELIVERY PROVIDER STRATEGY

8.1 The Service Provider shall work with the Authority and Customer to develop a list of Preferred SOW Delivery Providers to form the SOW Preferred Supplier List.

8.2 The Service Provider may also on occasion engage with SOW Delivery Providers outside of the SOW Preferred Supplier List when to do so will bridge capacity or skills gaps in the existing SOW Preferred Supplier List or where the Service Provider believes an RFP can be fulfilled more cost effectively. SOW Delivery Providers engaged in this way will be identified as Direct Vendors.

8.3 The Service Provider shall, as part of the Implementation, develop the detailed SOW Delivery Provider strategy setting out the guiding principles for how SOW Delivery Providers will be engaged and managed and will include:

8.3.1 the structure of the SOW Preferred Supplier List structured to reflect the Service Disciplines defined in Clause 3.1 of this Appendix 1 of Schedule 21 and any further categories and subcategories within those disciplines, as well as any other suitable structure agreed with the Authority

- 8.3.2 the principles relating to the release of RFP's to the SOW Preferred Supplier List
- 8.3.3 the principles for engaging additional Direct Vendor suppliers to tender against an RFP
- 8.3.4 the principles of how a Direct Vendor might become a Preferred SOW Delivery Provider
- 8.3.5 the principles of SOW Preferred Supplier List management including the addition and removal of suppliers, and addition of categories or subcategories.
- 8.4 The SOW Preferred Supplier List shall, as a minimum:
  - 8.4.1 be based on information and/or data provided by the Authority and it's specified requirements;
  - 8.4.2 be agreed by the Authority;
  - 8.4.3 facilitate the ability for Customer OCMs to liaise and communicate directly with SOW Delivery Provider in a controlled and documented manner.
- 8.5 In designing the SOW Preferred Supplier List the Service Provider shall adopt the following principles:
  - 8.5.1 transparency;
  - 8.5.2 fair and equal treatment;
  - 8.5.3 non-discrimination;
  - 8.5.4 proportionality including small to medium enterprises;
  - 8.5.5 flexibility;
  - 8.5.6 capability in line with scope categories;
- 8.6 In engaging all SOW Delivery Providers, the Service Provider shall ensure the following:
  - 8.6.1 the SOW Delivery Provider shall attest to complying with all applicable Law in relation to the performance of the SOW Delivery;
  - 8.6.2 appropriate checks have been conducted to ensure credit worthiness and qualifications / accreditations are sufficient to provide the SOW Delivery;
  - 8.6.3 flow down of relevant Framework Provisions including liability limits;
  - 8.6.4 relevant levels of insurance remain in place for the duration of the period that SOW Delivery are being provided.

## **9 SOW Preferred Supplier List Management**

- 9.1 The Service Provider shall develop and implement agreed management information to monitor SOW Preferred Supplier List activity (as opposed to individual SOW Delivery Provider activity) for example, but not limited to:
  - 9.1.1 managing performance of the SOW Preferred Supplier List as a whole;
  - 9.1.2 monitoring SOW Preferred Supplier List compliance to indicative costs;
  - 9.1.3 monitoring SOW overspend.
- 9.2 Upon request, the Service Provider shall provide the Authority with a copy of the contracts and service schedules of all of their SOW Delivery Providers within the SOW Preferred Supplier List.
- 9.3 The Service Provider acknowledges that its approach to SOW Preferred Supplier List management may be published in the interests of transparency.

## **10 SOW Delivery Provider's Personnel Onboarding Requirements**

- 10.1 During each validation call the Service Provider shall confirm with the OCM the level of onboarding and security vetting checks required for SOW Delivery Provider Personnel on that specific Statement of Work and shall ensure that this is documented within the Statement of Work.
- 10.2 The onboarding and security vetting requirements may include, subject to variation due to the nature of each specific Statement of Work, the following:
- 10.2.1 Cabinet Office Baseline Personnel Security Standard (BPSS);
  - 10.2.2 identity, right to work, employment history and DBS checks in line with the requirements of Cabinet Office Baseline Personnel Security Standard policy;
  - 10.2.3 active security clearance/visas, required to be in place for the full duration of any SOW Delivery Provider Personnel assignment to a Statement of Work;
  - 10.2.4 qualifications held by the SOW Delivery Provider Personnel in line with the Customer specification;
- 10.3 The Service Provider will require the SOW Delivery Provider to:
- 10.3.1 hold copies of all verified documentation on file in a format that is unable to be altered or amended;
  - 10.3.2 attest to the completion of all required screening on the VMS;
  - 10.3.3 secure retention of all records in relation to safeguarding, in line with the Data Protection Act 2018, as maybe updated from time to time. Records must be kept for two (2) years after the SOW Delivery Provider Personnel offboards from provision of a SOW Delivery pursuant to a Statement of Work: and
  - 10.3.4 make all documentation in relation to such checks identified at Clause 10.2 above is available to the Customer or Service Provider, immediately upon request.

## **11 PAYMENT TO THE SOW DELIVERY PROVIDER**

- 11.1 The Service Provider shall be responsible for payment to the SOW Delivery Provider in line with the terms to be agreed with the Authority at the Joint Governance Board.

## **12 KEY PERFORMANCE INDICATORS**

- 12.1 The Service Provider shall monitor its performance against each of the Key Performance Indicators in Framework Agreement Schedule 2 (ANNEX TO SCHEDULE 2 PART C: KEY PERFORMANCE INDICATORS) and shall report to the Authority through the Joint Governance Structure in accordance with Framework Agreement Schedule 8 (Framework Management).

## **APPENDIX 2 OF SCHEDULE 21 OF THE CALL OFF TERMS: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING**

### **STATEMENT OF WORK CHARGES**

#### **1 SOW COSTS**

- 1.1 The SOW Costs will be the total amount specified in a Statement of Work and shall be the total amount charged to the Customer payable in installments against defined Payment Milestones.
- 1.2 On achievement of each Payment Milestone (set out in a Statement of Work or any varied and/or extended Statement of Work), and subject to such Payment Milestone being approved by the Customer in the VMS, the Service Provider shall be entitled to raise an invoice in respect of the corresponding SOW Costs.

#### **2 SOW RELATED FEES**

- 2.1 The following fees and charges are detailed in Attachment 1 to this Appendix 2 of Schedule 21:
  - SOW Service Fee
  - Direct Vendor Fee
- 2.2 Notwithstanding Clauses 1 and 2 of this Appendix 2 of Schedule 21, where the Customer requires the Service Provider to provide services which are not specified in Appendix 1 of Schedule 21, for example but not limited to extra tasks in process or integration with payment systems, or where either Customer or Cabinet Office controls impact the Service Provider such that the cost to the Service Provider to provide the SOW Service increases, the Service Provider shall be entitled to propose a proportionate increase to the SOW Service Fee and any one off charges for approval, agreement to such approval not to be unreasonably withheld.

### **SOW SERVICES FRAMEWORK PRICES**

#### **Attachment 1 to Appendix 2 of Schedule 21:**

**[REDACTED]**

CALL OFF Schedule  
3 Charges Tables 20

**APPENDIX 3 OF SCHEDULE 21 OF THE CALL OFF TERMS: IMPLEMENTATION PLAN**

**NOT USED**

## **APPENDIX 4 OF SCHEDULE 21 OF THE CALL OFF TERMS: SOW SERVICES KEY PERFORMANCE INDICATORS**

### **1. GENERAL**

- 1.1. The purpose of this Appendix is to set out the KPIs by which the Service Provider's overall performance under Appendix 1 of Schedule 21 shall be monitored and managed.
- 1.2. The KPIs from which performance by the Service Provider of Appendix 1 of Schedule 21 will be reported against are set out below.
- 1.3. The following KPIs are intended to apply to the SOW Services from the SOW Commencement Date, subject to the detailed process and VMS configuration design being agreed by the Parties during Implementation. They shall apply for the first 6 months to inform realistic and measurable targets, at which point they will be reviewed to assess whether the Parties believe the measures and targets are appropriate. New or variations to the KPIs or circumstances under which instances can be excluded from the KPI reporting may be agreed between the Parties from time to time.

	<b>KPI</b>	<b>Description</b>	<b>Target</b>	<b>Measurement</b>
1	Delivery of Proposals - Completeness	The Service Provider will ensure that all mandatory sections of a SOW bid submissions have been completed by the potential SOW Delivery Provider before submitting to the Customer Authorised User	> 99%	% of bid responses that have all mandatory information completed
2	Delivery of Proposals - Timeliness	The Service Provider will submit a minimum of two completed bid submissions to the OCM within the timescales as agreed with the Customer during the validation meeting	>90%	% achieved against KPI. (This KPI is not applicable in the instance of Direct Award and Pre-identified Direct Vend).
3	Timely reporting of progress	The Service Provider shall ensure that Highlight Reports are received by the Customer in line with the frequency defined during the validation meeting	>90%	% of Highlight Reports uploaded to VMS in line with agreed frequency.
4	Payments to SOW Delivery Providers	The Service Provider shall ensure payments are made to SOW Delivery Providers in line with 30 day payment terms following Payment Milestone sign off by Customer – subject to a valid purchase order	>95%	% Payments made in line with 30 day payment terms for approved Payment Milestones – where a valid purchase order is in place
5	Monitoring Value of spend under the SOW	The Service Provider shall ensure that the spend on the SOW shall not exceed the value as agreed with the Customer	> 95%	% of SOWs where total value of invoice does not exceed the agreed SOW value by the Customer as reported from the VMS or such other amount as agreed in advance by the Customer.