HM Revenue & Customs

HMRC Tier 3 Model ICT Contract
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SCHEDULE 11 | Collaboration

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1 DEFINITIONS 3
2 INTRODUCTION 3
3 NOTIFICATION OF FAILURE 4
4 REQUIRED BEHAVIOURS 4
5 SUPPLIER STATUS 4
6 CHANGES TO SCHEDULE 11 6
Annex 1: Required Behaviours 7

Schedule 11

Multi Party Performance Management and Governance

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Authority Business Objectives"	has the meaning given in Paragraph 1.1 (*Introduction*) of this Schedule 11;
"Required Behaviours"	means the behaviours set out in Attachment 1 to Annex 1 (*Required Behaviours*) to this Schedule 11; and
"Status"	means the Supplier's status for the purposes of determining eligibility for the incentives set out in Paragraph 4, as determined by the Authority in accordance with Paragraph **Error! Reference source not found.** of Annex 1 (*Required Behaviours*) of this Schedule 11, comprising: (a) Bronze Status; (b) Silver Status; and (c) Gold Status.

1 INTRODUCTION

1.1 This Schedule 11 sets out the obligations of the Parties to work cooperatively and collaboratively with each other and with the Other Suppliers to achieve:

(a) great user experience (internal and external);

(b) pace and flexibility in delivery;

(c) great security and resilience;

(d) value for money; and

(e) avoidance of "lock-in",

(**"Authority Business Objectives"**)

2 NOTIFICATION OF FAILURE

2.1 The Parties shall at all times act in accordance with the principle of "fix first, settle later", requiring that each Party shall concentrate on solving a problem as expeditiously and cost effectively as possible and leave any Disputes as to which Party or Other Supplier is responsible, which Party or Other Supplier should bear the cost of fixing the problem and any associated legal issues until resolution of the relevant problem.

2.2 Where the Supplier fails or becomes aware that it is likely to fail to comply with any obligation under this Agreement and that failure could impact on the performance of the services by any Other Supplier(s) or the Authority, the Supplier shall as soon as is reasonably practicable notify the Authority of such failure or likely failure.

2.3 Where the Supplier becomes aware of an event or incident that that could impact on the performance of its own Services or the performance of the services by any Other Supplier(s) or the Authority, the Supplier shall as soon as is reasonably practicable notify the Authority of such failure or likely failure.

3 REQUIRED BEHAVIOURS

3.1 The Parties shall comply with the provisions of Annex 1 (*Required Behaviours*) to this Schedule 11.

4 SUPPLIER STATUS

4.1 The Supplier shall not be entitled to describe itself as a supplier to the Authority (including, without limitation, in any press announcements, promotions or marketing) unless:

(a) such description includes the Supplier’s Status, as applicable during the relevant period; and

(b) the Supplier has obtained the prior written consent of the Authority in accordance with Clause 24.1 (*Publicity and Branding*).

4.2 Subject to compliance with the Authority's policies and applicable Law, the Supplier shall be entitled to the incentives set out in Table 1 below in accordance with the Supplier’s Status during the relevant period.

Table 1: Incentives

Gold Status	Silver Status	Bronze Status
• The Supplier shall be entitled to describe itself as a "Gold	• The Supplier shall be entitled to describe itself as a "Silver	• The Supplier shall be entitled to describe itself as a "Bronze

Supplier" to the Authority. • The Authority shall, on reasonable request of the Supplier, support the Supplier in improving cross-government ICT services. • The Authority shall, on reasonable request of the Supplier, provide Authority executives as guest speakers at Supplier events. • The Supplier shall be entitled to include the Authority as a reference in any tenders submitted by the Supplier. • The Supplier shall be entitled to use the Authority as a reference site. • The Authority shall make available opportunities for Supplier Personnel to be seconded to the Authority. • The Authority shall work with the Supplier to support opportunities for Authority personnel to be seconded to the Supplier. • The Authority shall, on reasonable request of the Supplier, act as co-author with the	Supplier" to the Authority. • The Supplier shall be entitled to include the Authority as a reference in any tenders submitted by the Supplier. • The Authority shall make available opportunities for Supplier Personnel to be seconded to the Authority. • The Authority shall work with the Supplier to support opportunities for Authority personnel to be seconded to the Supplier.	Supplier" to the Authority.

Supplier for case studies and/or white papers.		

5 CHANGES TO SCHEDULE 11

5.1 The Authority shall be entitled amend this Schedule 11 (*Collaboration*) by giving written notice to the Supplier. Subject to Paragraph 5.2 below, any such changes shall take effect from the date specified in the notice given pursuant to this Paragraph 5.1.

5.2 Any changes to the Required Behaviours made pursuant to this Paragraph 5 shall take effect no earlier than the commencement of the quarter immediately following the date of the notice given pursuant to Paragraph 5.1.

Annex 1 | Required Behaviours

1 DEFINITIONS

1.1 In this Annex, the following definitions shall apply:

"Service Provider"	the Supplier, all Other Suppliers and the Authority;
"Service Provider Personnel"	all directors, officers, employees, agents, consultants and contractors of the Service Providers; and
"Qualifying Supplier"	any supplier to the Authority (including the Supplier) that has entered into an agreement incorporating an annex that is identical or substantially similar to Annex 1 (*Required Behaviours*).

2 INTRODUCTION

2.1 The Parties acknowledge that the adoption of the Required Behaviours may be a transformational exercise taking place over a series of months.

3 ASSESSMENT OF PERFORMANCE AGAINST THE REQUIRED BEHAVIOURS

3.1 Within five (5) Working Days following the end of each quarter, each Qualifying Supplier shall provide to the Authority:

(a) a self-assessment of its own performance against the Required Behaviours during the preceding quarter, substantially in the form set out in Attachment 2 (*Template Required Behaviours Questionnaire*) of this Annex 1; and

(b) completed questionnaires for the Authority and each of the other Qualifying Suppliers, each consisting of an assessment of the relevant organisation's performance against the Required Behaviours during the preceding quarter, substantially in the form set out in Attachment 2 (*Template Required Behaviours Questionnaire*) of this Annex 1.

3.2 Within five (5) Working Days following the end of each quarter, the Authority shall complete:

(a) a self-assessment of its own performance against the Required Behaviours during the preceding quarter, substantially in the form set out in Attachment 2 (*Template Required Behaviours Questionnaire*) of this Annex 1; and

(b) completed questionnaires for each of the Qualifying Suppliers, each consisting of an assessment of the relevant Qualifying Supplier's performance against the Required Behaviours during the preceding quarter, substantially in the form set out in Attachment 2 (*Template Required Behaviours Questionnaire*) of this Annex 1.

3.3 The Authority shall aggregate all assessments provided to it by the Qualifying Suppliers pursuant to Paragraph **Error! Reference source not found.** (or equivalent under the relevant agreement) together with the Authority's assessments completed pursuant to Paragraph **Error! Reference source not found.** within a single aggregated report, and shall:

(a) consider and review the relevant assessments;

(b) give each Qualifying Supplier the opportunity to attend a closed meeting with the Authority to receive detailed feedback relating to its score and comment on such feedback;

(c) moderate the scores and determine for the Authority and each Qualifying Supplier, at the Authority's sole discretion, a final moderated Required Behaviours score for the applicable quarter (**"Final Required Behaviours Scores"**); and

(d) determine for each Qualifying Supplier, at the Authority's sole discretion, whether the Supplier shall qualify for Gold Status, Silver Status or Bronze Status for the forthcoming quarter.

3.4 Within twenty (20) Working Days following the end of each quarter, the Authority shall provide to all Qualifying Suppliers a report setting out:

(a) the Final Required Behaviours Scores for the Authority and each of the Qualifying Suppliers; and

(b) the Status for each of the Qualifying Suppliers (such Status to apply from the date of the report until the next Status determination pursuant to this Paragraph **Error! Reference source not found.**).

Attachment 1 | Required Behaviours

1 TAKING RESPONSIBILITY

1.1 Each Party shall improve its working relationships with the other Service Providers taking responsibility to fulfil collaboratively agreed commitments to support the delivery of the Authority's objectives (as notified to the Supplier from time to time) through leadership, awareness, information exchange and joint problem solving.

1.2 The Parties shall demonstrate consistent leadership at all levels to set an agreed expectation for the direction of the collaborative relationship through appropriate actions, behaviours and effective empowerment, in particular by establishing a strong direction and a persuasive future vision.

1.3 The Supplier shall seek to understand the Authority's objectives and goals in relation to the end to end services (including delivery of the Authority's Next Generation Performance Measures) in order to support and improve the Parties' collaborative relationships and behaviours.

1.4 The Parties shall be open, transparent and responsive in sharing with other Service Providers relevant and accurate information required to facilitate the delivery of the Authority's objectives.

1.5 The Parties shall demonstrate collaborative behaviour by proactively leading on, pre-empting, mitigating and contributing to the resolution of service delivery problems or issues irrespective of their contractual obligations, including acting in accordance with the principle of "fix first, settle later".

2 CONSISTENCY AND CONVERGENCE

2.1 Each Party acknowledges that adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with other Service Providers will support the successful delivery of the Services.

2.2 The Supplier shall adopt common working practices and common terminology with other Service Providers to support the successful delivery of the Services, including by:

(a) where appropriate, adopting such standard terminology as is used already by the Authority and the other Service Providers;

(b) using recognised industry standard terminology wherever possible, in preference to terminology that describes the Supplier's own products, services, tools and processes; and

(c) working with the other Service Providers to identify and resolve any ambiguities in the use of terminology in the delivery of the Services; and

(d) demonstrating an ability and willingness to work proactively with other Service Providers to deliver potential solution designs and/or optimal services for improved value, using consistent end to end service delivery processes.

2.3 The Parties shall work individually and collaboratively with the other Service Providers to achieve optimal exploitation of people skills, facilities and tools within the wider organisation and the flexible allocation of those resources to achieve delivery of the current and future business requirements.

2.4 The Supplier shall demonstrate willingness to utilise existing solutions, technologies and open standards where commonly available to the other Service Providers rather than “re-inventing wheels” in order to facilitate the efficient and effective delivery of the Authority's objectives.

3 OPENNESS AND COMMUNICATION

3.1 The Parties shall provide cooperation, support, information and assistance to the other Service Providers in a proactive, transparent and open way and in a spirit of trust and mutual confidence, to achieve the Authority's objectives, including the effective delivery of the Next Generation Performance Measures.

3.2 The Parties shall act as "one team" with the other Service Providers (i.e. leave company badges at the door) and collaborate to deliver the Authority’s objectives (as notified to the Supplier from time to time), including by:

(a) maintaining a genuine, non-defensive presence and working openly and collaboratively with the other Service Providers to resolve any problems that arise;

(b) engaging in regular and open communication with the other Service Providers and with other Delivery Groups and avoiding working in "silos";

(c) demonstrating a willingness and ability to:

(i) listen to other parties’ concerns and consider in good faith all constructive feedback without triggering escalation; and

(ii) provide constructive feedback to other Service Providers where appropriate; and

(d) behaving in a supportive and considerate manner to all Service Provider Personnel, regardless of organisation.

3.3 The Parties shall identify and adopt appropriate types and styles of communications, behaviours and engagement activities. This includes the identification of clear lines of engagement and authorities in support of decision making and actively working with the other Service Providers to develop and improve the working relationships between delivery teams to promote the Authority's objectives (as notified to the Supplier from time to time).

3.4 The Parties shall promptly and proactively:

(a) identify factors which may compromise or enhance the solution or performance;

(b) analyse the impact and likelihood of such factors;

(c) escalate and mitigate emerging risks; and

(d) exploit opportunities to enhance the solution or performance.

4 DELIVERY AND INNOVATION

4.1 Each Party shall individually and collectively with the other Service Providers work to deliver the Authority’s objectives (as notified to the Supplier from time to time) and achieve best value and ensure the orderly provision of seamless end to end services.

4.2 The Parties shall encourage, identify, implement and capitalise on opportunities to improve products, services, processes, technologies or ideas to deliver better solutions and performance throughout the relationship lifecycle.

4.3 The Supplier shall demonstrate a drive to continually strive to deliver more in order to support the Authority to achieve its ambition to become the most digitally advanced tax authority in the world.

4.4 The Supplier shall act responsively to change and shall proactively identify situations where change may be appropriate and empower staff to consider and take managed risks.

4.5 Each Party shall recognise exceptional performance across the ecosystem, regardless of which Service Provider(s) are responsible for such performance, and where applicable implement processes to achieve such recognition.

Attachment 2 | Template Required Behaviours Questionnaire

Taking Responsibility

Q1. Does the Service Provider demonstrate consistent leadership at all levels to set an agreed expectation for the direction of the collaborative relationship through appropriate actions, behaviours and effective empowerment? In particular, does the Service Provider establish a strong direction and a persuasive future vision?

Level 0	
Level 1	
Level 2	
Level 3	
Level 4	

Q2. Does the supplier seek to understand HMRC's objectives and goals in relation to the end to end services (including delivery of HMRC Next Generation Performance Measures) in order to support and improve the Parties' collaborative relationships and behaviours?

Level 0	
Level 1	
Level 2	
Level 3	
Level 4	

Q.3 Is the Service Provider open, transparent and responsive in sharing with other Service Providers relevant and accurate information required to facilitate the delivery of HMRC's objectives?

Level 0	
Level 1	
Level 2	

Level 3	
Level 4	

Q.4 Does the Service Provider demonstrate collaborative behaviour by proactively leading on, pre-empting, mitigating and contributing to the resolution of service delivery problems or issues irrespective of their contractual obligations, including acting in accordance with the principle of "fix first, settle later"?

Level 0	
Level 1	
Level 2	
Level 3	
Level 4	

Consistency and Convergence

Q.5 Does the supplier adopt common working practices and common terminology with other Service Providers to support the successful delivery of the Services? In particular, does the Service Provider:

- where appropriate, adopt such standard terminology as is used already by HMRC and the other Service Providers;
- use recognised industry standard terminology wherever possible, in preference to terminology that describes the supplier's own products, services, tools and processes; and
- work with the other Service Providers to identify and resolve any ambiguities in the use of terminology in the delivery of the Services?

Level 0	
Level 1	
Level 2	
Level 3	
Level 4	

Q.6 Does the Service Provider demonstrate an ability and willingness to work proactively with other Service Providers to deliver potential solution designs and/or optimal services for improved value, using consistent end to end service delivery processes?

Level 0	
Level 1	
Level 2	
Level 3	
Level 4	

Q.7 Does the Service Provider work individually and collaboratively with the other Service Providers to achieve optimal exploitation of people skills, facilities and tools within the wider organisation and the flexible allocation of those resources to achieve delivery of the current and future business requirements?

Level 0	
Level 1	
Level 2	
Level 3	
Level 4	

Q.8 Does the supplier demonstrate willingness to utilise existing solutions, technologies and open standards where commonly available to the other Service Providers rather than “re-inventing wheels” in order to facilitate the efficient and effective delivery of HMRC's objectives.

Level 0	
Level 1	
Level 2	
Level 3	

Level 4	

Openness and Communication

Q.9 Does the Service Provider act as "one team" with the other Service Providers (i.e. leave company badges at the door) and collaborate to deliver HMRC's objectives, including by:

- Maintaining a genuine, non-defensive presence and working openly and collaboratively with the other Service Providers to resolve any problems that may arise:
- Engaging in regular and open communication with the other Service Providers and with other Delivery Groups and avoiding working in "silos":
- Demonstrating a willingness and ability to:
  - Listen to other parties' concerns and consider in good faith all constructive feedback without triggering escalation: and
  - Provide constructive feedback to other Service Providers where appropriate
- Behaving in a supportive and considerate manner to all Service Provider personnel, regardless of organisation

Level 0	
Level 1	
Level 2	
Level 3	
Level 4	

Q.10 Does the Service Provider identify and adopt appropriate types and styles of communications, behaviours and engagement activities? This includes the identification of clear lines of engagement and authorities in support of decision

making and actively working with the other Service Providers to develop and improve the working relationships between delivery teams to promote HMRC's objectives.

Level 0	
Level 1	
Level 2	
Level 3	
Level 4	

Q.11 Does the Service Provider promptly and proactively:

- identify factors which may compromise or enhance the solution or performance;
- analyse the impact and likelihood of such factors;
- escalate and mitigate emerging risks; and
- exploit opportunities to enhance the solution or performance.

Level 0	
Level 1	
Level 2	
Level 3	
Level 4	

Delivery and Innovation

Q.12 Does the Service Provider encourage, identify, implement and capitalise on opportunities to improve products, services, processes, technologies or ideas to deliver better solutions and performance throughout the relationship lifecycle?

Level 0	
Level 1	

Level 2	
Level 3	
Level 4	

Q.13 Does the supplier demonstrate a drive to continually strive to deliver more in order to support HMRC to achieve its ambition to become the most digitally advanced tax authority in the world.

Level 0	
Level 1	
Level 2	
Level 3	
Level 4	

Q.14 Is the supplier responsive to change and proactive in identifying situations where change may be appropriate? Does the supplier empower staff to consider and take managed risks?

Level 0	
Level 1	
Level 2	
Level 3	
Level 4	

Q.15 Does the Service Provider recognise exceptional performance across the ecosystem, regardless of which Service Provider(s) are responsible for such performance, and where applicable implement processes to achieve such recognition?

Level 0	
Level 1	

Level 2	
Level 3	
Level 4	