

Specialist Technical & Commercial Advice for Rail & Other Transport Modes (STAR *Three*) Framework

Framework Agreement

Framework agreements have been entered into with all Consultants listed in the accompanying award notice and for the Lots/grades/categories indicated in that award notice. These Framework Agreements are in identical terms with the exception of:

Schedule 2 (Key Contract Information) – variables are as set out in award notice or information is exempt from publication under FOIA section 40(2) (personal information)

- Consultant Rates tables within Schedule 3 (Framework Prices) – exempt from publication under FOIA section 43 (commercial interests)
- Schedule 19 (Consultant's Tender) - exempt from publication under FOIA section 43 (commercial interests).

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FORM OF AGREEMENT

THIS AGREEMENT is made on

[insert date]

BETWEEN:

- (1) The Secretary of State for Transport (**DfT**); and
- (2) [Insert Consultant Name] registered in England and Wales with company [Insert Company Number] whose registered office is at [Insert Consultant's Address] (**Consultant**)

(each a **Party** and together the **Parties**).

RECITALS

- (A) DfT has examined the Consultant's Tender and now wishes to include the Consultant as one of the framework consultants under its Specialist Technical and Commercial Advice for Rail and Other Transport Modes (STAR *Three*) Framework (**Framework**).
- (B) From time to time DfT and/or Clients may require the Consultant to provide Required Services and the Consultant has confirmed that it is willing to provide such services in accordance with this Framework Agreement and the terms and conditions contained in or referred to in the relevant Package Order.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 In this Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Glossary) or the relevant Schedule in which that capitalised expression appears.
- 1.1.2 If a capitalised expression does not have an interpretation in Schedule 1 (Glossary) or the relevant schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.2 Interpretation

- 1.2.1 In this Framework Agreement, unless the context otherwise requires:
 - (a) the singular includes the plural and vice versa;
 - (b) reference to a gender includes the other gender and the neuter;
 - (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - (e) the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

- (f) references to "writing" include typing, printing, lithography, photography, display on screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
 - (g) references to "representations" shall be construed as references to present facts; to "warranties" as references to present and future facts; and to "undertakings" as references to obligations under this Framework Agreement;
 - (h) references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of this Framework Agreement and references in any Schedule to paragraphs, parts, appendices and tables are, unless otherwise provided, references to the paragraphs, parts, appendices and tables of the Schedule or the part of the Schedule in which the references appear;
 - (i) any reference to this Framework Agreement includes the Schedules; and
 - (j) the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.
- 1.2.2 Subject to Clauses 1.2.3 and 1.2.4, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following order of precedence (and subject to Clauses 1.2.3 and 1.2.4):
- (a) the terms of this Framework Agreement and schedules except for Schedule 5 and 19;
 - (b) any Package Order Terms (except to the extent indicated in Clause 1.2.3 below)
 - (c) the Required Services listed in Schedule 5;
 - (d) the Consultant's Tender;
 - (e) other documents not referred to above and attached to this Framework Agreement.
- 1.2.3 If there is any conflict between the provisions of this Framework Agreement and provisions of any Package Order, the provisions of this Framework Agreement shall prevail over those of the Package Order as set out in Clause 1.2.2 above, save that:
- (a) any refinement to the Package Order Terms and Proposal Request Form for the purposes of a Package Order under Schedule 13 (Call Off Procedure) shall prevail over Schedule 7 (Proposal Request Form) and Schedule 8 (Package Order Terms); and
 - (b) subject to Clause 1.2.4, the Package Order shall prevail over Schedule 19 (Tender).
- 1.2.4 Where Schedule 19 (Tender) contains provisions which are more favourable to DfT in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. DfT shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable to it in relation to this Framework Agreement.

2. DUE DILIGENCE

The Consultant acknowledges that:

- 2.1 DfT has delivered or made available to the Consultant all of the information and documents that the Consultant considers necessary or relevant for the performance of its obligations under this Framework Agreement ("the Due Diligence Information");

- 2.2 it has made its own enquiries to satisfy itself as to the accuracy of the Due Diligence Information;
- 2.3 it has raised all relevant due diligence questions with DfT before the Framework Commencement Date, has undertaken all necessary due diligence and has entered into this Framework Agreement in reliance on its own due diligence alone;
- 2.4 it shall not be excused from the performance of any of its obligations under this Framework Agreement on the grounds of, nor shall the Consultant be entitled to recover any additional costs or Charges, arising as a result of any:
 - 2.4.1 misrepresentation of the requirements of DfT in the ITT or elsewhere;
 - 2.4.2 failure by the Consultant to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information; and/or
 - 2.4.3 failure by the Consultant to undertake its own due diligence.

3. CONSULTANT'S APPOINTMENT

DfT appoints the Consultant as a potential provider of services under the Framework at such Lot, such Grade and for such Categories as stated in Schedule 2 (Key Contract Information) and the Consultant shall be eligible to be considered for the award of Package Orders by DfT and the Clients during the Framework Agreement Period.

4. SCOPE OF FRAMEWORK AGREEMENT

- 4.1 Without prejudice to Clause 38 (Third Party Rights), this Framework Agreement governs the overall relationship between DfT and the Consultant. [Where the Consultant is formed of a consortium of more than one organisation, then they are all parties to this Framework Agreement on the basis of joint and several liability.] Clients are entitled (but not required), at any time during the Framework Agreement Period to order Services from the Consultant in accordance with the Call off Procedure (Schedule 13).
- 4.2 The Consultant acknowledges and agrees that:
 - 4.2.1 there is no obligation whatsoever on DfT or on any Client to invite or select the Consultant to provide any Services and/or to purchase any Services under this Framework Agreement; and
 - 4.2.2 in entering into this Framework Agreement no form of exclusivity has been conferred on the Consultant nor volume or value guarantee granted by DfT and/or any Client in relation to the provision of the Services by the Consultant, and that DfT and the Clients are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
- 4.3 Any Package Order called off from the Framework shall be in the form as set out in Schedule 8 of this Framework Agreement¹ and shall commence on the commencement of that Package Order and shall expire upon completion of the Services as set out in the Package Order.
- 4.4 The Consultant shall ensure that any Package Order entered into under this Framework Agreement shall not:
 - 4.4.1 exceed the scope of this Framework Agreement including Schedule 5; or
 - 4.4.2 include any terms and conditions that substantially amend or alter the terms and conditions set out in Schedule 7.

¹ Pursuant to Regulation 33(7) PCR 2015 any Call-Off Agreement shall be awarded within the limits laid down in the framework agreement.

- 4.5 In the event that any Client makes an approach to the Consultant with a request for the supply of Equivalent Services, the Consultant shall promptly and in any event within five (5) Working Days of the request by the Client, and before any supply of Equivalent Services is made, inform such Client of the existence of this Framework and the Client's ability to award Package Orders for Services pursuant to this Framework Agreement.

5. THE SCOPE OF SERVICES

- 5.1 The Consultant shall provide the Services specified in a Package Order to DfT or a Client (as applicable) in accordance with this Framework Agreement and the terms of the relevant Package Order.
- 5.2 In addition to the Services, the Consultant shall provide at no additional cost to DfT or the Client (as applicable) any management, services, functions and responsibilities (including any incidental services, functions or responsibilities) not specifically set out in a Package Order but which are closely aligned to the scope of the Services such that they are reasonably inferred from the Framework Agreement and/or the relevant Package Order. In particular, the Consultant shall provide regular updates, performance monitoring data, benchmarking analysis and review reports and attend regular liaison and review meetings with DfT and the Client as set out in Clause 12.
- 5.3 The Consultant shall comply with all lawful and reasonable directions of DfT or the Client (as applicable) relating to its performance of the Services. Nothing in this Framework Agreement or any Package Order, shall in any way fetter DfT's or the Client's discretion in carrying out its statutory duties and functions.

6. CALL OFF PROCEDURE

- 6.1 If DfT or any Client decides to source any of the Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Framework Agreement Period to award Package Orders for the Services from the Consultant by following Schedule 13 (Call Off Procedure).
- 6.2 The Consultant shall comply with the relevant provisions in Schedule 13 (Call Off Procedure).
- 6.3 The Consultant shall not do anything which may amount to a breach of Procurement Law in relation to this Framework Agreement.
- 6.4 DfT and the Consultant agree that any document or communication, including a document or communication in the apparent form of a Package Order which:
- 6.4.1 relates to services which are outside the scope of the Services covered by the object or description of the Framework in the FTS Notice and Schedule 5;
 - 6.4.2 does not contain all of the information listed in Schedule 13 (Call off Procedure);
 - and/or
 - 6.4.3 purports to exclude or vary any of the terms and conditions of the Package Order, other than in accordance with the provisions of Schedule 13 (Call off Procedure),
- shall not constitute a Package Order under this Framework Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 Each Party represents and warrants that:
- 7.1.1 it has full capacity and authority to enter into and to perform this Framework Agreement;
 - 7.1.2 this Framework Agreement is executed by its duly authorised representative;

- 7.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Consultant, any of its Affiliates) that might affect its ability to perform its obligations under this Framework Agreement; and
 - 7.1.4 its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).
- 7.2 The Consultant represents and warrants that:
- 7.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
 - 7.2.2 it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into and perform its obligations under this Framework Agreement;
 - 7.2.3 it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to DfT before the Framework Commencement Date;
 - 7.2.4 its execution, delivery and performance of its obligations under this Framework Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;
 - 7.2.5 as at the Framework Commencement Date, all written statements and representations in any written submissions made by the Consultant as part of the procurement process, its Tender, and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement;
 - 7.2.6 it has and shall continue to have all necessary Intellectual Property Rights including in and to any materials made available by the Consultant (and/or any Sub-consultant) to DfT which are necessary for the performance of the Consultant's obligations under this Framework Agreement;
 - 7.2.7 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or DfT's Confidential Information (held in electronic form) owned by or under the control of, or used by, DfT or any Client;
 - 7.2.8 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement;
 - 7.2.9 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, have been or are threatened) for the winding up of the Consultant or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Consultants assets or revenue;

- 7.2.10 for the duration of this Framework Agreement and any Package Orders and for a period of twelve (12) calendar months after the termination or expiry of this Framework Agreement or, if later, any Package Orders, the Consultant shall not employ or offer employment to any staff of DfT or the staff of any Client who has been associated with the procurement and/or provision of the Services without Approval or the prior written consent of DfT or the relevant Client which shall not be unreasonably withheld; and
- 7.2.11 in performing its obligations under this Framework Agreement and any Package Order, the Consultant shall not (to the extent possible in the circumstances) discriminate between DfT and/or any Clients on the basis of their respective sizes.
- 7.3 Each of the representations and warranties set out in Clauses 7.1 and 7.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Framework Agreement.
- 7.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 7.1 and 7.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 7.5 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination DfT may have in respect of the breach of that provision by the Consultant which constitutes a material Default of this Framework Agreement.
- 7.6 Each time that a Package Order is entered into, the warranties and representations in Clauses 7.1 and 7.2 shall be deemed to be repeated by the Consultant with reference to the circumstances existing at the time.
- 8. CYBER ESSENTIALS CERTIFICATION**
- 8.1 Where DfT has notified the Consultant that the award of this Framework Agreement is conditional upon receipt of a valid Cyber Essentials Certificate, the Consultant shall provide a valid Cyber Essentials Certificate to DfT. Where the Consultant fails to comply with this clause it shall be prohibited from commencing the provision of Services under any Package Order until such time as the Consultant has evidenced to DfT its compliance with this Clause 8.1.
- 8.2 Where the Consultant continues to process data during the Framework Agreement Period the Consultant shall deliver to DfT evidence of renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate supplied by the Consultant under Clause 8.1.
- 8.3 Where the Consultant is due to process data after the Framework Commencement Date but before the end of the Framework Agreement Period or Contract Period of the last Package Order, the Consultant shall deliver to DfT evidence of:
 - 8.3.1 a valid and current Cyber Essentials Certificate before the Consultant processes any such Cyber Essentials Scheme Data; and
 - 8.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Consultant under Clause 8.1.
- 8.4 In the event that the Consultant fails to comply with Clauses 8.2 or 8.3 (as applicable), DfT reserves the right to terminate this Framework Agreement for material Default.
- 8.5 The Consultant shall ensure that all Sub-Contracts with Sub-Consultants who process Cyber Essentials Data contain provisions no less onerous on the Sub-Consultants than those imposed on the Consultant under this Framework Agreement in respect of the Cyber Essentials Scheme.

- 8.6 This Clause 8 shall survive termination or expiry of this Framework Agreement and each and any Package Order.

9. TERM OF FRAMEWORK AGREEMENT AND PACKAGE ORDERS

- 9.1 This Framework Agreement shall commence on the Framework Commencement Date and shall continue, unless terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law, or extended in accordance with Clause 9.2, until either:

9.1.1 the end of the Initial Term; or

9.1.2 where DfT elects to extend the Initial Term in accordance with Clause 9.2 below, the end of the Extension Period,

when it shall terminate automatically without notice.

- 9.2 DfT may extend the Framework Agreement Period on the same terms for up to two (2) further periods, each of which must be twelve (12) months in duration. If DfT intends to exercise the option to extend this Framework Agreement beyond the Initial Term, DfT shall give written notice to the Consultant no later than three (3) calendar months prior to the date upon which this Framework Agreement would otherwise expire (**Extended Initial Term**). If DfT intends to exercise the option to extend this Framework Agreement beyond the Extended Initial Term it shall give written notice to the Consultant no later than three (3) Months prior to the date upon which Extended Initial Term is due to expire.

- 9.3 Unless stated otherwise in a Package Order, the Package Order Terms and the Services provided pursuant to a Package Order may extend beyond the termination or expiry of this Framework Agreement in which case the provisions of this Framework Agreement shall survive such expiry or termination of this Framework Agreement only to the extent that such provisions are relevant to any such Package Order.

- 9.4 A Package Order may expire or be terminated in accordance with its terms but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Package Order or this Framework Agreement except as provided for in any Package Order or this Framework Agreement.

10. FRAMEWORK AGREEMENT PERFORMANCE

- 10.1 The Consultant shall perform its obligations under this Framework Agreement in accordance with:

10.1.1 the requirements of this Framework Agreement;

10.1.2 the terms and conditions of the respective Package Orders;

10.1.3 Good Industry Practice;

10.1.4 all applicable Standards;

10.1.5 the Principles and Objectives; and

10.1.6 in compliance with all applicable Law.

- 10.2 The Consultant shall bring to the attention of DfT any conflict between any of the requirements of Clause 10.1 and shall comply with DfT's decision on the resolution of any such conflict.

11. PACKAGE ORDER PERFORMANCE UNDER FRAMEWORK AGREEMENT

11.1 The Consultant shall perform all its obligations under all Package Orders:

11.1.1 in accordance with the requirements of this Framework Agreement; and

11.1.2 in accordance with the terms and conditions of the respective Package Orders.

11.2 The Consultant shall draw any conflict in the application of any of the requirements of Clauses 11.1.1 and 11.1.2 to the attention of DfT and shall comply with DfT's decision on the resolution of any such conflict.

12. FRAMEWORK AGREEMENT MANAGEMENT

12.1 For all purposes of this Framework Agreement:

12.1.1 DfT authorises the Framework Manager to act as DfT's representative; and

12.1.2 the Consultant Representative shall act as the Consultant's representative and shall deal with the Framework Manager (or his or her nominated representative) in respect of all matters arising under this Framework Agreement, unless notified otherwise.

12.2 Consultant Review Meetings

12.2.1 The Framework Manager and the Consultant Representative shall hold regular liaison meetings (**Consultant Review Meetings**), the location, frequency and time of which shall be specified by the Framework Manager from time to time.

12.2.2 The Consultant Review Meetings will review the Consultant's performance under the Framework Agreement, including (but not limited to), Framework Key Performance Indicators, and the Consultant's periodic reports on Package Orders in accordance with the process set out in Schedule 9, including (but not exhaustively):

(a) progress against Package Order KPIs;

(b) use of SMEs;

(c) invoicing of payment of Management Charges in accordance with the provisions of Clause 17 and Schedule 17;

(d) charges under Package Orders; and

(e) to set and agree objectives.

12.3 Consultant Representative

12.3.1 The Consultant Representative shall be available to DfT to resolve any issues arising in connection with the Framework Agreement or a Package Order within five (5) Working Days of any such request from DfT.

12.3.2 The Consultant may only make any changes to the Consultant Representative (except in the event of sickness, incapacity or resignation) with the prior written consent of DfT (which shall not be unreasonably withheld).

12.4 Continuing Performance

12.4.1 No act of or omission by or approval from either DfT, the Framework Manager, or any Service Manager in performing any of their respective duties under or in connection with the Framework Agreement or any Package Order (except an express written

waiver signed on behalf of DfT) shall in any way operate to relieve the Consultant of any its duties, responsibilities, obligations or liabilities under the Framework Agreement or any Package Order.

12.5 Management Information

- 12.5.1 The Consultant shall, at no charge, provide timely, full, accurate, and complete MI Reports to DfT which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that DfT may issue from time to time.
- 12.5.2 The initial MI Reporting Template is set out in Schedule 24 and DfT may change it from time to time (including the data required and/or format) and issue a replacement version. DfT shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Consultant may not make any amendment to the current MI Reporting Template without prior Approval.
- 12.5.3 MI Reports must be completed and returned to DfT by the ninth (9th) calendar day of each Quarter during the Framework Agreement Period and thereafter until all transactions relating to Package Orders have permanently ceased. If at any point there is a period where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of an MI Report.
- 12.5.4 In an MI Report, the Consultant should report data on Package Orders that is one month in arrears. Each Package Order received by the Consultant must be reported only once, namely when the Package Order is received.
- 12.5.5 MI Reports shall be completed electronically and sent by email to the following email address, or any subsequent or alternative email address that may be notified to the Consultant by DfT:

[INSERT]
- 12.5.6 MI Reports must be completed in pounds sterling unless DfT has given Approval to the use of another currency.
- 12.5.7 DfT may reasonably require that MI Reports be submitted by an alternative means.
- 12.5.8 Where requested by DfT, the Consultant shall provide Management Information to a Client, as specified by DfT.
- 12.5.9 The Consultant shall:
 - (a) promptly after the Framework Commencement Date, provide an email and/or postal address to which DfT will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;
 - (b) promptly after the Framework Commencement Date, provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing (if this is to be anyone other than the Consultant Representative); and
 - (c) immediately notify DfT of any changes to the details previously provided to DfT under this Clause 12.5.9(a).
- 12.5.10 If the Consultant or DfT identify error(s) and/or omission(s) in historic MI Report(s), the Consultant must provide corrected MI report(s) to DfT on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI Report submission, or a resubmission of existing historic returns, at the discretion of DfT.

12.5.11 The provisions of Schedule 9 shall apply to MI Failure.

12.5.12 Without prejudice to the provisions of Schedule 9, following failure to submit an MI Report, DfT may issue reminders to the Consultant and require the Consultant to correctly complete the MI Report. The Consultant shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

12.6 Management Charge

12.6.1 The Management Charge as provided for in Clause 17 becomes due on the day after the MI Report deadline which is the 10th calendar day after the beginning of each Quarter ("Management Charge Payment Date").

12.6.2 Following receipt of the completed MI Report, DfT shall invoice the Consultant for the Management Charge payable for the Quarter to which the MI Report relates.

12.6.3 If the Consultant is late in submitting any MI Report or in paying any Management Charge due, or there is an MI Failure, DfT shall be entitled to the following remedies without limitation:

(a) issuing an invoice following the Management Charge Payment Date making a charge for the loss incurred by DfT as a result of the late or non-delivered MI Report ("Default Management Charge") calculated in accordance with Paragraph 1.4 of Schedule 21 and the Consultant shall pay the Default Management Charge within 14 Working Days of date of the invoice; and/or

(b) suspending the Consultant from the Framework until such time that the Management Charge is paid; and/or

(c) in the event of persistent failure to pay the Management Charge on time or at all, terminating this Framework Agreement and recovering, as a debt, the Management Charge outstanding together with interest thereon.

12.6.4 If following issue of the invoice in accordance with Clause 12.6.3 (a) above) the Consultant provides sufficient Management Information to rectify any MI Failure to the satisfaction of DfT and the Management Information demonstrates that:

(a) the Consultant has overpaid the Management Charge as a result of the application of the Default Management Charge then the Consultant shall be entitled to a refund of the overpayment; or

(b) the Consultant has underpaid the Management Charge during the period when a Default Management Charge was applied, then DfT shall be entitled to immediate payment of the balance as a debt together with interest.

13. KEY PERFORMANCE INDICATORS

13.1 Framework Agreement

13.1.1 The Framework KPIs applicable to this Framework Agreement are set out in Schedule 9 Part 1 (Key Performance Indicators).

13.1.2 The Consultant shall at all times during the Framework Agreement Period comply with the Framework KPIs and achieve the KPI Targets set out in the table at Paragraph 7 of Schedule 9 Part 1.

13.1.3 DfT shall review progress against the Framework KPIs to evaluate the effectiveness and efficiency with which the Consultant performs its obligations to fulfil this Framework Agreement.

- 13.1.4 The Consultant's achievement of the Framework KPIs shall be reviewed during the Consultant Review Meetings, in accordance with Clause 12.2 above, and the review and ongoing monitoring of the Framework KPIs will form a key part of the Framework management process as outlined in Clause 12.
- 13.1.5 DfT reserves the right to use and publish the performance of the Consultant against the Framework KPIs without restriction.
- 13.1.6 In the event that DfT and the Consultant are unable to agree the performance score for any KPI during a Consultant Review Meeting, the disputed score shall be recorded and the matter shall be referred to the Framework Manager and the Consultant Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 13.1.7 In cases where the Framework Manager and the Consultant Representative fail to reach a solution within a reasonable period of time, the matter shall be dealt with in accordance with the procedure set out in Clause 41 (Dispute Resolution).

14. PERFORMANCE IMPROVEMENT ACTION PLAN

- 14.1 The provisions of Schedule 9 shall apply if the Consultant fails to achieve the Framework KPI Targets set out in the table in Schedule 9 Part 1.

15. RECORD KEEPING AND REPORTING

- 15.1 The Consultant must attend regular progress meetings with DfT or the Client (as applicable) and provide reports on progress when specified in the Package Order.
- 15.2 The Consultant must keep and maintain full and accurate records and accounts on everything to do with a Contract (including the maintenance of Open Book Data):
 - 15.2.1 during the Framework Agreement Period;
 - 15.2.2 for seven (7) years after the End Date; and
 - 15.2.3 in accordance with GDPR,
 including but not limited to the records and accounts stated in the definition of Audit in Schedule 1.
- 15.3 On reasonable notice, DfT or an Auditor can Audit the Consultant.
- 15.4 During an Audit, the Consultant must:
 - 15.4.1 allow DfT or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - 15.4.2 provide information to DfT or to the Auditor and reasonable co-operation at their request.
- 15.5 Where the Audit of the Consultant is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with DfT.
- 15.6 If the Consultant is not providing any of the Services, or is unable to provide them, it must immediately:
 - 15.6.1 tell DfT and give reasons;
 - 15.6.2 propose corrective action; and

15.6.3 provide a deadline for completing the corrective action.

16. CHANGE

16.1 Variation Procedure

16.1.1 Subject to the provisions of this Clause 16.1.1 and in respect of any change to the Framework Prices, subject to the provisions of Schedule 17, DfT may, at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Consultant, request a variation to this Framework Agreement provided always that such variation does not amount to a material change of this Framework Agreement within the meaning of the PCR and the Law. Such a change once implemented is hereinafter called a **Variation**.

16.1.2 DfT may request a Variation by completing, signing and sending the Variation Form as set out in Schedule 18 (Variation Form) to the Consultant giving sufficient information for the Consultant to assess the extent of the proposed Variation and any additional cost that may be incurred.

16.1.3 The Consultant shall respond to DfT's request pursuant to Clause 16.1.2 within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of DfT having regard to the nature of the proposed Variation.

16.1.4 In the event that the Consultant is unable to agree to or provide the Variation, DfT may:

- (a) agree to continue to perform its obligations under this Framework Agreement without the Variation; or
- (b) terminate this Framework Agreement with immediate effect as set out in Clause 25.1.5.

16.2 Legislative Change

16.2.1 The Consultant shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase in the Framework Prices as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Framework Commencement Date.

16.2.2 If a Specific Change in Law occurs or will occur during the Framework Agreement Period (other than as referred to in Clause 16.2.1(b)), the Consultant shall:

- (a) notify DfT as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Services, the Framework Prices or this Framework Agreement; and
- (b) provide DfT with evidence:
 - (i) that the Consultant has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-consultants;
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Services under Package Orders; and
 - (iii) demonstrating that any expenditure that has been avoided, has been taken into account in amending the Framework Prices.

- 16.2.3 Any change in the Framework Prices or relief from the Consultant's obligations resulting from a Specific Change in Law (other than as referred to in Clause 16.2.1(b)) shall be implemented in accordance with Clause 16.1, and shall not affect any Package Order already in place at the date of the Variation.

17. MANAGEMENT CHARGE

- 17.1 In consideration of the establishment and award of this Framework Agreement and the management and administration by DfT of the same, the Consultant agrees to pay to DfT the Management Charge in accordance with this Clause 17.
- 17.2 DfT shall be entitled to submit invoices to the Consultant in respect of the Management Charge due each Quarter based on the Management Information provided pursuant to Clause 12.5.
- 17.3 Unless otherwise agreed in writing, the Consultant shall pay in cleared funds the amount stated in any invoice submitted under Clause 17.2 to such account as shall be stated in the invoice (or otherwise notified from time to time by DfT to the Consultant) within thirty (30) calendar days of the date of issue of the invoice.
- 17.4 The Management Charge shall apply to the 'Award Value' as specified in Clause 2 of the Package Order Terms for each and every Package Order for which the Client is not DfT, and shall not be varied as a result of any discount and/or any other Deductions made under any Package Order.
- 17.5 The Consultant shall not pass through or recharge to, or otherwise recover from any Client the cost of the Management Charge in addition to the Charges. The Management Charge shall be exclusive of VAT. In addition to the Management Charge, the Consultant shall pay the VAT on the Management Charge at the rate and in the manner prescribed by Law from time to time.
- 17.6 The Management Charge shall apply once per Package Order and the 'Award Value' shall include the value of any optional extensions. In circumstances where the Package Order is extended by exercising an optional extension, the Management Charge shall already have been paid and shall not be applied to the extension of the Package Order.
- 17.7 The Management Charge shall still apply in the event that the Package Order is terminated by either the Client or the Consultant prior to its expiry, including in circumstances where the Package Order is terminated during any extension period.
- 17.8 Interest shall be payable on any late payments of the Management Charge under this Framework Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

18. SUPPLY CHAIN RIGHTS AND PROTECTION

18.1 Appointment of Sub-Consultants

- 18.1.1 DfT has consented to the engagement of the Sub-Consultants listed in Schedule 14 (Sub-Consultants).
- 18.1.2 Subject to Clause 18.1.3, where during the Framework Agreement Period the Consultant wishes to replace a Sub-Consultant, or add a new one, it must obtain the prior written consent of DfT and shall at the time of requesting such consent, provide DfT with the information detailed in Clause 18.1.5.
- 18.1.3 In addition to obtaining DfT consent in accordance with Clause 18.1.2, in the event that during the Framework Agreement Period the Consultant wishes to replace a Sub-Consultant and any such change will apply to the Services provided as part of any current Package Order, the Consultant must also obtain the prior written consent of any Client with whom it has entered into a Package Order that will be affected by the change, prior to implementing any such change in respect of the relevant Package Order. In the event that Client consent is refused, any change to Sub-Consultants will not apply to the Package Order(s) for which consent has been refused but, if DfT

consent has been obtained, the change may, without requiring Client consent, apply to any Package Order(s) entered into after the date on which DfT consent has been provided.

- 18.1.4 The decision of DfT and/or the Client to consent or not, as set out in Clauses 18.1.2 and 18.1.3, will not be unreasonably withheld or delayed. DfT and/or the Client may reasonably withhold their consent to the appointment of a Sub-Consultant if either of them considers that:
- (a) The Sub-Consultant does not pass mandatory eligibility criteria provided in Regulation 65 of the PCR 2015 (or equivalent in any replacement legislation) or a person of concern to the interests of the United Kingdom;
 - (b) the appointment of a proposed Sub-Consultant may prejudice the provision of the Services or may be contrary to its interests;
 - (c) the proposed Sub-Consultant is unreliable and/or has not provided reasonable services to its other customers; and/or
 - (d) the proposed Sub-Consultant employs unfit persons; or
 - (e) the change in the Consultant's Sub-Consultant profile as a result of any changes to its Sub-Consultants means that the Consultant is no longer able to provide the Services for such Lot, such Grade and for such Categories to which it has been appointed, based on the information as set out in the Consultant's Tender.
- 18.1.5 For approving Sub-Consultant at Framework level, the Consultant shall provide DfT, and the Client with whom the Consultant has entered into a Package Order (as applicable) with the following information in respect of the proposed Sub-Consultant:
- (a) the proposed Sub-Consultant's name, registered office and company registration number;
 - (b) the name of a contact for the Sub-Consultant together with that contact's name, telephone number and email address;
 - (c) the scope/description of any Services to be provided by the proposed Sub-Consultant;
 - (d) where the proposed Sub-Consultant is an Affiliate of the Consultant, evidence that demonstrates to the reasonable satisfaction of DfT that the proposed Sub-Contract has been agreed on "arm's-length" terms;
 - (e) Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Agreement Period;
 - (f) confirmation of whether or not the Sub-Consultant is an SME; and
 - (g) a completed Part 1 and Part 2 self-declaration in respect of the Sub-Consultant, as provided in the Selection Questionnaire.
- 18.1.6 If requested by DfT and/or the Client with whom the Consultant has entered into a Package Order (as applicable), within ten (10) Working Days of receipt of the information provided by the Consultant pursuant to Clause 18.1.5, the Consultant shall also provide:
- (a) a copy of the proposed Sub-Contract; and
 - (b) any further information reasonably requested by DfT and/or the Client with whom the Consultant has entered into a Package Order (as applicable).

- 18.1.7 For the avoidance of doubt, the process for approval of Sub-Consultants at Framework level under this Clause 18.1 is separate from the process that can be used by the Consultant to get approval for the use of particular Sub-Consultants for a single Package Order, which is set out in clause Z100 of Schedule 8.

18.2 **Supply Chain Protection**

- 18.2.1 The Consultant shall ensure that all its Sub-Contracts contain a provision:
- (a) requiring the Consultant to pay any undisputed sums which are due from the Consultant to the Sub-Consultant within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;
 - (b) requiring that any invoices submitted by a Sub-Consultant shall be considered and verified by the Consultant in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
 - (c) conferring a right to DfT and any Client with whom the Consultant has entered into a Package Order (as applicable) to publish the Consultant's compliance with its obligation to pay undisputed invoices within the specified payment period;
 - (d) giving the Consultant a right to terminate the Sub-Contract if the Sub-Consultant fails to comply with applicable law or in the performance of its contractual obligations in the fields of environmental, social or labour law; and
 - (e) requiring the Sub-Consultant to include in any Sub-Contract which it in turn awards, suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by this Clause 18.2.1.
- 18.2.2 The Consultant shall ensure that all Sub-Contracts with Sub-Consultants who Process Cyber Essentials Scheme Data contain provisions no less onerous on the Sub-Consultants than those imposed on the Consultant under this Framework Agreement and any Package Order in respect of the Cyber Essentials Scheme.
- 18.2.3 The Consultant shall pay any undisputed sums which are due from the Consultant to a Sub-Consultant within thirty (30) days from the receipt of a valid invoice.
- 18.2.4 Any invoices submitted by a Sub-Consultant to the Consultant shall be considered and verified by the Consultant in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Consultant failing to regard an invoice as valid and undisputed.
- 18.2.5 If the Consultant notifies DfT that the Consultant has failed to pay an undisputed Sub-Consultant's invoice within thirty (30) days of receipt, or DfT otherwise discovers the same, DfT shall be entitled to publish the details of the late payment or non-payment (including on government websites and in the press).

18.3 **Termination of Sub-Contracts**

- 18.3.1 DfT may require the Consultant to terminate:
- (a) a Sub-Contract where:
 - (i) the acts or omissions of the relevant Sub-Consultant have caused or materially contributed to circumstances giving rise to DfT's right of termination pursuant to any of the termination events in Clause 25 except Clause 25.5 and/or
 - (ii) the relevant Sub-consultant or its Affiliates embarrass DfT or other Crown Bodies; cause, permit, contribute to, or is in any way connected to material

adverse publicity relating to or affecting DfT, other Crown Bodies or the Framework Agreement; or bring DfT 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 DfT or other Crown Bodies, regardless of whether or not such act or omission is related to the Consultant's obligations under this Framework Agreement; and/or

(b) a Sub-Contract where there is a Change of Control of the relevant Sub-Consultant, unless:

- (i) DfT has given its Approval to the particular Change of Control, which subsequently takes place as proposed; or
- (ii) DfT has not served its notice of objection within six (6) calendar months of the later of the date the Change of Control took place and the date on which DfT was given notice of the Change of Control.

18.3.2 Where DfT requires the Consultant to terminate a Sub-Contract pursuant to Clause 18.3.1 above, the Consultant shall remain responsible for fulfilling all its obligations under this Framework Agreement including the provision of the Services.

18.4 Retention of Legal Obligations

Notwithstanding the Consultant's right to sub-contract pursuant to Clause 18.1, the Consultant shall remain responsible for all acts and omissions of its Sub-Consultants and the acts and omissions of those employed or engaged by the Sub-Consultants as if they were its own.

19. CONSULTANT STAFF

- 19.1 The Consultant undertakes to provide all personnel necessary for the performance of the Services and undertakes that all personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services. The Consultant shall ensure that all Consultant Staff are in possession of valid work permits if they are non-United Kingdom (UK) nationals.
- 19.2 It is not the intention of the Parties that any of the Consultant Staff shall transfer to DfT or a Client (as applicable) or any subsequent provider of Required Services to DfT by the operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (**TUPE**). Nevertheless, the Consultant shall at any time, if reasonably requested by DfT, provide all information which the Consultant considers it would be required to provide to either DfT or a subsequent provider of Required Services under regulation 11 of TUPE in connection with a relevant transfer (as that term is defined in TUPE) occurring at the expiry of termination of this Framework Agreement or any Package Order.
- 19.3 Where training of the Consultant Staff is reasonably required for the purposes of performance of the Framework Agreement or any Package Order, the Consultant shall be responsible for arranging such training and for all costs associated with such training. The Consultant shall have no claim against DfT if access to any DfT premises is denied due to incomplete training of the Consultant Staff.
- 19.4 DfT may, by written notice to the Consultant, object to a member of the Consultant Staff if such person is in DfT's reasonable view incompetent, negligent, or guilty of misconduct and the Consultant shall immediately remove such person from performing the Services and provide a suitable replacement (with DfT's prior consent).
- 19.5 Where it is necessary for the Consultant to provide replacement personnel for reasons other than those laid out in Clause 19.4, the Consultant shall arrange a minimum hand-over period between personnel of two (2) weeks and shall bear all costs associated with such hand-over period with no additional Charges accruing to the Client, ensuring at all times no loss of knowledge through a seamless handover.

- 19.6 The Consultant acknowledges, and undertakes to inform all its personnel and Sub-Consultants who will be using DfT's communication facilities, that DfT reserves the right from time to time to:
- 19.6.1 intercept, for the purposes of monitoring and/ or recording, any communication made through any system capable of transmitting communications including but not limited to telephone, electronic mail, facsimile, voicemail or internet facility provided by DfT; and
 - 19.6.2 use any information obtained as a result of any intercepted communication referred to in Clause 19.6.1 for the purposes permitted by the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.
- 19.7 The Consultant will be required to ensure that all personnel it supplies or intends to supply who will have regular access to or will be based at DfT's premises have complied with DfT's Baseline Personnel Security Standard (**BPSS**) <https://www.gov.uk/government/publications/security-policy-framework>.
- 19.8 The Consultant is responsible for making appropriate deductions for tax and National Insurance Contributions (**NICs**) from the remuneration paid to it or its personnel and ensuring that:
- 19.8.1 where either it or its personnel are liable to be taxed in the UK in respect of consideration received under this Framework Agreement or any Package Order, it shall, and shall procure that its personnel, at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (**ITEPA**) and all other statutes and regulations relating to income tax in respect of that consideration; and
 - 19.8.2 where either the Consultant or any of its personnel is liable to NICs in respect of consideration received under this Framework Agreement or any Package Order, it shall and shall procure that its personnel, at all times comply with the Social Security Contributions and Benefits Act 1992 (**SSCBA**) and all other statutes and regulations relating to NICs in respect of that consideration.
- 19.9 DfT may, at any time during the term of this Framework Agreement, request that the Consultant provide information which demonstrates how it has complied with Clauses 19.8.1 and 19.8.2 above or why those clauses do not apply to its personnel.
- 19.10 A request from DfT under Clause 19.9 above may specify the information which the Consultant must provide and the period within which that information must be provided.
- 19.11 DfT may supply any information which it receives under Clause 19.9 to the Commissioners of Her Majesty's Revenue & Customs for the purpose of the collection and management of revenue for which they are responsible.
- 19.12 DfT reserves the right to terminate the Framework Agreement if:
- 19.12.1 in the case of a request mentioned in Clause 19.9 above:
 - (a) the Consultant fails to either provide information in response to the request within a reasonable time; or
 - (b) the Consultant provides information which is inadequate to demonstrate either how the personnel complies with Clauses 19.8.1 and 19.8.2 above, or why those clauses do not apply to it;
 - 19.12.2 in the case of a request mentioned in Clause 19.10 above, the Consultant fails to provide the specified information within the specified period;
 - 19.12.3 it receives information which demonstrates that, at any time when Clauses 19.8.1 and 19.8.2 apply to the Consultant, such Consultant is not complying with those clauses.

- 19.13 Where a Consultant is delivering a Package Order in person it shall ensure that, where applicable, it provides the required information at Clause 19.9 in respect of itself to DfT and it complies with the Consultant's obligations set out between Clause 19.8 and 19.12 above.

20. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 20.1 Each Party keeps ownership of its own Existing IPRs. The Consultant gives DfT or the Client (as applicable) a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Consultant's Existing IPR to enable it to both:
- 20.1.1 receive and use the Deliverables; and
 - 20.1.2 make use of the Replacement Deliverables provided by a Replacement Consultant.
- 20.2 Any New IPR created under this Framework Agreement is owned by DfT (excluding any New IPR created under a Package Order, which shall be owned by the Client). DfT gives the Consultant a licence to use any DfT Existing IPRs and New IPRs to the extent necessary for the purpose of the Consultant fulfilling its obligations during the Framework Agreement Period.
- 20.3 Where a Party acquires ownership of IPRs incorrectly under this Framework Agreement it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 20.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 20 or otherwise agreed in writing.
- 20.5 If there is an IPR Claim, the Consultant indemnifies DfT and each Client against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 20.6 If an IPR Claim is made or anticipated the Consultant must at its own expense and DfT's and/or the Client's sole option (as applicable), either:
- 20.6.1 Obtain for DfT and/or the Client (as applicable) the rights in Clause 20.1 and 20.2 without infringing any third party IPR; or
 - 20.6.2 replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 20.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Package Order by the Client and placement of any contract task under it does not constitute an authorisation by the Crown under sections 55 and 56 of the Patents Act 1977 or section 12 of the Registered Designs Act 1949. The Consultant acknowledges that any authorisation by DfT under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

21. PROTECTION OF PERSONAL DATA

21.1 Status of the Controller

The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Agreement will determine the status of each Party under the Data Protection Legislation. A Party may act as:

- 21.1.1 "Controller" (where the other Party acts as the "Processor");
- 21.1.2 "Processor" (where the other Party acts as the "Controller");
- 21.1.3 "Joint Controller" (where both Parties are considered to jointly control the same Personal Data);

- 21.1.4 “Independent Controller” of the Personal Data where the other Party is also “Controller” of the same Personal Data in its own right (but there is no element of joint control);

and the Parties shall set out in Schedule 15 (Processing Personal Data) which scenario or scenarios are intended to apply under this Framework Agreement.

21.2 Where one Party is Controller and the other Party its Processor - not applicable to the Framework Agreement relationship

21.3 Where the Parties are Joint Controllers of Personal Data - not applicable to the Framework Agreement relationship

21.4 Where the Parties are Independent Controllers of Personal Data

21.4.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller.

21.4.2 Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

21.4.3 Where a Party has provided Personal Data to the other Party in accordance with Clause 21.4.1, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21.4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the processing of Personal Data for the purposes of this Agreement.

21.4.5 The Parties shall only provide Personal Data to each other:

- (a) to the extent necessary to perform the respective obligations under this Framework Agreement;
- (b) in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
- (c) where it has recorded it in Schedule 15 (Processing Personal Data).

21.4.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

21.4.7 A Party processing Personal Data for the purposes of this Framework Agreement shall maintain a record of its processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.

- 21.4.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Framework Agreement (**Request Recipient**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to the other Party's Processing of the Personal Data, the Request Recipient will:
 - (c) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (d) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 21.4.9 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Framework Agreement and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 21.4.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Framework Agreement as specified in Schedule 15 (Processing Personal Data).
- 21.4.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's obligations under this Framework Agreement which is specified in Schedule 15 (Processing Personal Data).
- 21.5 Notwithstanding the general application of Clause 21.2 to Personal Data, where the Consultant is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Clause 21.4.
- 22. EQUIPMENT AND MATERIALS**
- 22.1 All equipment and materials provided or used by or on behalf of the Consultant in the performance of the Services (if any) shall be at the risk and in the sole charge of the Consultant (regardless of whether or not such equipment and materials are located at DfT's premises).
- 22.2 The Consultant shall ensure that all such equipment and materials (if any) meet minimum safety standards required by Law and shall remove all equipment and materials which it brings to DfT premises on termination or expiry of this Framework Agreement.

23. LIABILITY – FRAMEWORK AGREEMENT

23.1 Neither Party excludes or limits its liability for:

- 23.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Consultants (as applicable);
- 23.1.2 bribery or Fraud by it or its employees; or
- 23.1.3 any liability to the extent it cannot be excluded or limited by Law.

23.2 The Consultant does not exclude or limit its liability in respect of any liability under Clause 21 (Protection of Personal Data) or the indemnity in Clause 20.5 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.

23.3 With the exception of Clauses 23.1, 23.2 and 23.5, each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement as a result of Defaults or DfT Cause (as the case may be) shall in no event exceed:

- 23.3.1 in relation to any Default or DfT Cause (as the case may be) occurring from the Framework Commencement Date to the end of the first Contract Year, a sum equal to one hundred and twenty five per cent (125%) of the Estimated Year 1 Management Charge;
- 23.3.2 in relation to any Default or DfT Cause (as the case may be) occurring in each subsequent Contract Year following the end of the first Contract Year, that commences during the remainder of the Framework Agreement Period, in each such Contract Year a sum equal to one hundred and twenty five per cent (125%) of the Management Charge payable by the Consultant under this Framework Agreement in the previous Contract Year; and
- 23.3.3 in relation to any Default or DfT Cause occurring in each Contract Year that commences after the end of the Framework Agreement Period, in each such Contract Year a sum equal to one hundred and twenty five per cent (125%) of the Management Charge payable by the Consultant under this Framework Agreement in the last Contract Year commencing during the Framework Agreement Period.

23.4 Neither Party shall be liable to the other Party for any:

- 23.4.1 indirect, special or consequential Loss;
- 23.4.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

23.5 Notwithstanding Clause 23.3, the Consultant acknowledges that DfT may, amongst other things, recover from the Consultant the following Losses incurred by DfT to the extent that they arise as a result of a Default by the Consultant:

- 23.5.1 any Management Charge which is due and payable to DfT;
- 23.5.2 any additional operational and/or administrative costs and expenses incurred by DfT, including costs relating to time spent by or on behalf of DfT in dealing with the consequences of the Default;
- 23.5.3 any wasted expenditure or charges;
- 23.5.4 the additional cost of procuring Replacement Services for the remainder of the Framework Agreement Period, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Framework Agreement;

- 23.5.5 any compensation or interest paid to a third party by DfT;
- 23.5.6 any fine, penalty or costs incurred by DfT pursuant to Law.
- 23.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.
- 23.7 For the avoidance of doubt, the Parties acknowledge and agree that this Clause 23 shall not limit the Consultant's liability to a Client under any Package Order and the Consultant's liability under a Package Order shall be as provided for in that Package Order only.

24. INSURANCE

- 24.1 The Consultant shall effect and maintain appropriate insurances in relation to the performance of its obligations under this Framework Agreement and any Package Order, and shall procure that Sub-Consultants shall effect and maintain insurances in relation to the performance of their obligations under any Sub-Contract in accordance with the Selection Questionnaire.
- 24.2 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under this Framework Agreement or any Package Orders.

25. DFT TERMINATION RIGHTS

25.1 Termination on default of Consultant

Without prejudice to any other rights and remedies it may possess DfT shall be entitled to give notice to terminate this Framework Agreement upon the occurrence of any of the following events or at any time within twenty-eight (28) days of the date when DfT first became aware of such an occurrence. Such notice may take effect immediately, or at such date as the notice may specify:

- 25.1.1 any breach by the Consultant of any of its obligations under this Framework Agreement which in the reasonable opinion of DfT constitutes a fundamental breach of the Framework Agreement by the Consultant or a serious breach that has been repeated or persisted in by the Consultant;
- 25.1.2 the Consultant is in material breach of any obligation of this Framework Agreement and:
 - (a) the material breach is capable of remedy and the Consultant has failed to remedy the material breach within thirty (30) days of written notice to the Consultant specifying the material breach and requiring remedy; or
 - (b) the material breach is not, in the reasonable opinion of DfT, capable of remedy.
- 25.1.3 DfT has issued notice pursuant to Clause 14 (Performance Improvement Action Plan) for failure to meet the standards set out in Schedule 9 (Key Performance Indicators);
- 25.1.4 the Consultant fails to return an Overpayment to DfT, within ninety (90) days of receiving an invoice from DfT in respect of such Overpayment;
- 25.1.5 this Framework Agreement expressly reserves the right for DfT to terminate this Framework Agreement for Default pursuant to:
 - (a) Clause 8.4 (Cyber Essentials) or failure to comply with clauses 8.2 or 8.3 as applicable;
 - (b) Clause 16.1.4(b) (Variation Procedure);
 - (c) Clause 19.12 (Consultant's staff);

- (d) Clause 32.6.2 (Prevention of Fraud and Bribery);
- (e) Clause 28.1.2 (Compliance); and/or
- (f) any other provision of this Framework Agreement where it is expressly stated that the Consultant by its act or omission will have committed a breach of contract or Default which entitles DfT to terminate the Framework Agreement;

25.1.6 where an Insolvency Event affecting the Consultant occurs.

25.2 Termination in Relation to Financial Standing

DfT may terminate this Framework Agreement by issuing a Termination Notice to the Consultant where in the reasonable opinion of DfT there is a material detrimental change in the financial standing and/or the credit rating of the Consultant which:

- 25.2.1 adversely impacts on the Consultant's ability to supply the Services under this Framework Agreement; or
- 25.2.2 could reasonably be expected to have an adverse impact on the Consultant's ability to supply the Services under this Framework Agreement.

25.3 Termination on Change of Control

- 25.3.1 The Consultant shall notify DfT immediately in writing and as soon as the Consultant is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.
- 25.3.2 The Consultant shall ensure that any notification made pursuant to Clause 25.3.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 25.3.3 DfT may terminate this Framework Agreement under this Clause 25.3 by issuing a Termination Notice to the Consultant within six (6) Months of:
 - (a) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
 - (b) where no notification has been made, the date that DfT becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
 but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

25.4 Termination for breach of PCR

DfT may terminate this Framework Agreement by issuing a Termination Notice to the Consultant on the occurrence of any of the statutory provisos contained in regulations 73(1) (a) to (c) PCR.

25.5 Termination Without Cause

DfT shall have the right to terminate this Framework Agreement with effect from any time following nine (9) calendar months' after the Framework Commencement Date by giving at least three (3) months' written notice to the Consultant.

26. SUSPENSION OF CONSULTANT'S APPOINTMENT

- 26.1 If DfT is entitled to terminate this Framework Agreement pursuant to Clause 25, DfT may instead elect in its sole discretion to suspend the Consultant's ability to accept Package Orders under

this Framework Agreement by giving notice in writing to the Consultant, and the Consultant agrees that it shall not be entitled to enter into any new Package Order during the period specified in DfT's notice.

- 26.2 Any suspension under Clause 26.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to DfT.
- 26.3 The Parties acknowledge that suspension shall not affect the Consultant's obligation to perform any existing Package Orders concluded prior to the suspension notice.
- 26.4 If DfT provides notice to the Consultant in accordance with this Clause 26.1, the Consultants appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Consultant by DfT in writing from time to time.
- 26.5 For the avoidance of doubt, no period of suspension under this Clause 26 shall result in an extension of the Framework Agreement Period.

27. CONSEQUENCES OF EXPIRY OR TERMINATION

- 27.1 Notwithstanding the service of a notice to terminate this Framework Agreement, the Consultant shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this Clause 27.
- 27.2 Termination or expiry of this Framework Agreement shall not cause any Package Orders to terminate automatically. For the avoidance of doubt, all Package Orders shall remain in force unless and until they are terminated or expire in accordance with the provisions of the Package Order and the Consultant shall continue to pay any Management Charge due to DfT in relation to such Package Orders, notwithstanding the termination or expiry of this Framework Agreement.
- 27.3 If DfT terminates this Framework Agreement under Clause 25.1 and then makes other arrangements for the supply of the Services to the Client, the Consultant shall indemnify DfT in full upon demand for the cost of procuring, implementing and operating any alternative or replacement services to the Services and no further payments shall be payable by DfT until DfT has established and recovered from the Consultant the full amount of such cost.
- 27.4 Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Consultant shall return to DfT any and all of DfT's Confidential Information in the Consultants possession, power or control, either in its then current format or in a format nominated by DfT, and any other information and all copies thereof owned by DfT, save that it may keep one (1) copy of any such data or information to the extent reasonably necessary to comply with its obligations under this Framework Agreement or under any Law, for a period of up to twelve (12) calendar months' (or such other period as Approved by DfT and is reasonably necessary for such compliance).
- 27.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
- 27.6 Termination or expiry of this Framework Agreement shall be without prejudice to the survival of any provision of this Framework Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry of this Framework Agreement.

28. COMPLIANCE

28.1 Compliance with Law

- 28.1.1 The Consultant shall comply with all applicable Law in connection with the performance of this Framework Agreement.

- 28.1.2 In the event that the Consultant or the Consultant Staff fail to comply with Clause 28.1.1, this shall be deemed to be a material Default and DfT reserves the right to terminate this Framework Agreement by giving notice in writing to the Consultant pursuant to Clause 25.

28.2 **Equality and Diversity**

The Consultant shall:

- 28.2.1 perform its obligations under this Framework Agreement (including those in relation to the provision of the Services) in accordance with:
- (a) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - (b) any other requirements and instructions which DfT reasonably imposes in connection with any equality obligations imposed on DfT at any time under applicable equality Law;
- 28.2.2 take all necessary steps, and inform DfT of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

28.3 **Official Secrets Act and Finance Act**

The Consultant shall comply with the provisions of:

- 28.3.1 the Official Secrets Acts 1911 to 1989; and
- 28.3.2 section 182 of the Finance Act 1989.

29. **ASSIGNMENT AND NOVATION**

- 29.1 The Consultant shall not assign, novate, or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Framework Agreement or any part of it without Approval.
- 29.2 DfT may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Framework Agreement or any part thereof to:
- 29.2.1 any Contracting Authority; or
 - 29.2.2 any Central Government Body or other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by DfT; or
 - 29.2.3 any private sector body which substantially performs the functions of DfT,
- and the Consultant shall, at DfT's request, enter into a novation agreement in such form as DfT shall reasonably specify in order to enable DfT to exercise its rights pursuant to this Clause 29.2.
- 29.3 A change in the legal status of DfT such that it ceases to be a Contracting Authority shall not, subject to Clause 29.4 affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to DfT.
- 29.4 If DfT assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Framework Agreement to a body which is not a Contracting Authority or, if a body which is not a Contracting Authority succeeds DfT (both **Transferee** in the rest of this clause) the right of termination of DfT in Clause 25.1.6 shall be available to the Consultant in the event of the

insolvency of the Transferee (as if the references to Consultant in Clause 25.1.6 and to Consultant in the definition of Insolvency Event were references to the Transferee).

30. WAIVER AND CUMULATIVE REMEDIES

- 30.1 The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 39 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.
- 30.2 Unless otherwise provided in this Framework Agreement, rights and remedies under this Framework Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

31. RELATIONSHIP OF THE PARTIES

Except as expressly provided otherwise in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Parties pursuant to this Framework Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

32. PREVENTION OF FRAUD AND BRIBERY

- 32.1 The Consultant represents and warrants that neither it, nor to the best of its knowledge any Consultant Staff, have at any time prior to the Framework Commencement Date:
- 32.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 32.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 32.2 The Consultant shall not during the Framework Agreement Period:
- 32.2.1 commit a Prohibited Act; and/or
 - 32.2.2 do or suffer anything to be done which would cause DfT or any of DfT's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 32.3 The Consultant shall during the Framework Agreement Period:
- 32.3.1 establish, maintain and enforce policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 32.3.2 require that its Sub-Consultants establish, maintain and enforce the policies and procedures referred to in Clause 32.3.1;
 - 32.3.3 keep appropriate records of its compliance with its obligations under Clause 32.3.1 and make such records available to DfT on request;
 - 32.3.4 if so required by DfT, within twenty (20) Working Days of the Framework Commencement Date, and annually thereafter, certify in writing to DfT, the compliance with this Clause 32.3 of all persons associated with the Consultant or its Sub-Consultants who are responsible for supplying the Services in connection with this

Framework Agreement. The Consultant shall provide such supporting evidence of compliance as DfT may reasonably request; and

- 32.3.5 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to DfT on request) to prevent it and any Consultant Staff or any person acting on the Consultant's behalf from committing a Prohibited Act.
- 32.4 The Consultant shall immediately notify DfT in writing if it becomes aware of any breach of Clauses 32.1, 32.2 and 32.3.2, or has reason to believe that it has or any of the Consultant Staff has:
 - 32.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 32.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 32.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.
- 32.5 If the Consultant makes a notification to DfT pursuant to Clause 32.4, the Consultant shall respond promptly to DfT's enquiries, co-operate with any investigation, and allow DfT to audit any books, records and/or any other relevant documentation.
- 32.6 If the Consultant breaches Clause 32.1, DfT may by notice:
 - 32.6.1 require the Consultant to remove from the performance of this Framework Agreement any Consultant Staff whose acts or omissions have caused the Consultants breach; or
 - 32.6.2 immediately terminate this Framework Agreement for material Default.
- 32.7 Any notice served by the DfT under Clause 32.6 shall specify the nature of the Prohibited Act, the identity of the Party whom DfT believes has committed the Prohibited Act and the action that DfT has elected to take (including, where relevant, the date on which this Framework Agreement shall terminate).

33. CONFLICTS OF INTEREST

- 33.1 The Consultant acknowledges and agrees that it does not have an interest in any matter where there is, or is reasonably likely to be, a conflict of interest with the Services or its role under the Framework and that (except as provided below) it shall not act for any person, organisation or company where there is or is reasonably likely to be a conflict of interest with the Services or the Consultant's role under the Framework. This clause shall not prevent the Consultant from providing services to an existing client of the Consultant to whom the Consultant is currently providing services provided that the Consultant shall:
 - 33.1.1 not act for any such client in respect of any transactions between DfT and such client;
 - 33.1.2 ensure that the personnel acting in any capacity for any such client are different from the personnel involved in providing the Services or in any other work which the Consultant carries out in relation to DfT;
 - 33.1.3 ensure that any personnel acting for any such client do not have access to information held by the Consultant relating to DfT using defined ethical wall arrangements Approved by DfT (such Approval not to be unreasonably withheld or delayed); and

- 33.1.4 inform DfT of all such existing clients and the steps that it is taking to ensure compliance with Clauses 33.1.1 to 33.1.3
- 33.2 The Consultant shall undertake ongoing and regular conflict of interest checks throughout the duration of this Framework Agreement or any Package Order and shall notify DfT in writing immediately on becoming aware of any actual or potential conflict of interest with the Services provided under this Framework Agreement or any Package Order. Breach of Clause 33.1 or this Clause shall entitle DfT to terminate this Framework Agreement or any Package Order and any other contracts between the Consultant and any member of DfT immediately.
- 34. GUARANTEE**
- 34.1 Where DfT has notified the Consultant that the award of the Framework Agreement is conditional upon the availability of a Guarantee for each Package Order:
- 34.1.1 as a condition for the award of the Framework Agreement, the Consultant must have delivered to DfT within thirty (30) days of a request by DfT:
- (a) an executed Letter of Intent to Guarantee from the Guarantor; and
 - (b) a certified copy extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of this Clause; and
- 34.1.2 on demand from DfT the Consultant must procure a Guarantee in accordance with Clause 34.4 below.
- 34.2 If the Consultant fails to deliver any of the documents required by Clause 34.1.1 above within thirty (30) days of request then:
- 34.2.1 DfT may terminate this Framework Agreement;
 - 34.2.2 DfT may terminate any or all of its Package Orders; and
 - 34.2.3 Clients may terminate any or all of their Package Orders
- on the basis that, in the case of the Framework Agreement, a material breach of the Framework Agreement for the purposes of Clause 25.1.2 of the Framework Agreement has occurred, and in the case of the Package Orders, as a substantial Default of the Package Order for the purposes of Clause 91.2 and 91.3 of the NEC4 PSC Conditions of Contract.
- 34.3 Where DfT has received a Letter of Intent to Guarantee from the Guarantor pursuant to Clause 34.1.1(a), DfT may terminate this Framework Agreement as a serious breach for the purposes of Clause 25.1.2 of the Framework Agreement where:
- 34.3.1 the Guarantor withdraws or revokes the Letter of Intent to Guarantee in whole or in part for any reason whatsoever;
 - 34.3.2 the Letter of Intent to Guarantee becomes invalid or unenforceable for any reason whatsoever;
 - 34.3.3 the Guarantor refuses to enter into a Guarantee in accordance with Clause 34.1.2 above; or
 - 34.3.4 an Insolvency Event occurs in respect of the Guarantor,
- and in each case the Letter of Intent to Guarantee is not replaced by an alternative commitment to make resources available which are acceptable to DfT.

34.4 Where DfT has notified the Consultant that the award of the Package Order by DfT or a Client shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of the Package Order, as a condition precedent of that Package Order, the Consultant shall deliver to DfT and/or the Client (as the case may be) by the date so specified by DfT:

34.4.1 an executed Guarantee; and

34.4.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

35. TRANSPARENCY AND FREEDOM OF INFORMATION

35.1 The Parties acknowledge that:

35.1.1 the Transparency Reports; and

35.1.2 the content of this Framework Agreement, including any changes to this Framework Agreement agreed from time to time, except for:

(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the DfT; and

(b) Commercially Sensitive Information,

(together **Transparency Information**) are not Confidential Information.

35.2 Notwithstanding any other provision of this Framework Agreement, the Consultant hereby gives its consent for DfT to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). DfT shall, prior to publication, consult with the Consultant on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

35.3 The Consultant shall assist and co-operate with DfT to enable DfT to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Schedule 23 (Transparency Reports).

35.4 If DfT believes that publication of any element of the Transparency Information would be contrary to the public interest, DfT shall be entitled to exclude such information from publication. DfT acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, DfT acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Consultant.

35.5 DfT shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Framework Agreement is being performed, having regard to the context of the wider commercial relationship with the Consultant.

35.6 The Consultant agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to DfT on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. DfT may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (save where DfT deems (acting reasonably) that disclosure is necessary or appropriate in the course of carrying out its public functions) and Open Book Data) publish such Information. The Consultant shall provide to DfT within five (5) Working Days (or such other period as DfT may reasonably specify) any such Information requested by DfT.

- 35.7 The Consultant acknowledges that DfT is subject to the requirements of the FOIA and the EIRs. The Consultant shall:
- 35.7.1 provide all necessary assistance and cooperation as reasonably requested by the DfT to enable the DfT to comply with its Information disclosure obligations under the FOIA and EIRs;
 - 35.7.2 transfer to DfT all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - 35.7.3 provide DfT with a copy of all Information held on behalf of DfT requested in the Request for Information which is in the Consultant's possession or control in the form that DfT requires within five (5) Working Days (or such other period as the DfT may reasonably specify) of the DfT's request for such Information; and
 - 35.7.4 not respond directly to a Request for Information addressed to DfT unless authorised in writing to do so by DfT.
- 35.8 The Consultant acknowledges that DfT may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Consultant. DfT shall take reasonable steps to notify the Consultant of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) for the purpose of this Framework Agreement, DfT shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

36. SEVERANCE

- 36.1 If any provision of this Framework Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Framework Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Framework Agreement shall not be affected.
- 36.2 In the event that any deemed deletion under Clause 36.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or materially alters the balance of risks and rewards in this Framework Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Framework Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Framework Agreement and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.
- 36.3 If the Parties are unable to resolve any Dispute arising under this Clause 36 within twenty (20) Working Days of the date of the notice given pursuant to Clause 36.2, this Framework Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Framework Agreement is terminated pursuant to this Clause 36.3.

37. ENTIRE AGREEMENT

- 37.1 This Framework Agreement constitutes the entire agreement between the Parties in respect of the subject matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

37.2 Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.

37.3 Nothing in this Clause 37 shall exclude any liability in respect of misrepresentations made fraudulently.

38. THIRD PARTY RIGHTS

38.1 No person who is not a Party to this Framework Agreement has any right to enforce any term of this Framework Agreement under the CRTPA but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.

39. NOTICES

39.1 Except as otherwise expressly provided within this Framework Agreement, any notices issued under this Framework Agreement must be in writing. For the purpose of this Clause 39, an e-mail is accepted as being "in writing".

39.2 Subject to Clause 39.3, the following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (subject to Clause 39.3).	9.00am on the first Working Day after sending.	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery.	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

39.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 39.2 within twenty four (24) hours of transmission of the email:

39.3.1 any Termination Notice under Clause 25, including in respect of partial termination;

39.3.2 any notice in respect of:

(a) Suspension of Consultant's appointment (Clause 26);

(b) Default or DfT Cause.

- 39.4 Failure to send any original notice in accordance with Clause 39.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 39.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice.
- 39.5 This Clause 39 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 39.6 For the purposes of this Clause 39, the address of each Party shall be:
- 39.7 For DfT:
- 39.7.1 Department for Transport
- Great Minster House
- 33 Horseferry Road
- London
- SW1P 4DR
- 39.7.2 For the attention of:
- 39.8 For the Consultant:
- 39.8.1 [insert name of consultant] “not for publication under FOIA section 40, Personal Information”.
- 39.8.2 Address: [insert address of consultant and email]
- 39.8.3 For the attention of: [insert consultant contact name]

40. GOVERNING LAW AND JURISDICTION

- 40.1 This Framework Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 40.2 Subject to Clause 41 (Dispute Resolution) (including DfT's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Framework Agreement or its subject matter or formation.

41. DISPUTE RESOLUTION

- 41.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within twenty-eight (28) days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 41.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure current at

the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 41.3 to 41.5.

- 41.3 Unless DfT refers the Dispute to arbitration using Clause 41.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 41.3.1 determine the Dispute;
 - 41.3.2 grant interim remedies; and/or
 - 41.3.3 grant any other provisional or protective relief.
- 41.4 The Consultant agrees that DfT has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 41.5 DfT has the right to refer a Dispute to arbitration even if the Consultant has started or has attempted to start court proceedings under Clause 41.3, unless DfT has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 41.4.
- 41.6 The Consultant cannot suspend the performance of a Package Order during any Dispute.

IN WITNESS WHEREOF this Agreement has been signed by the representatives of each party on the date first above written

Signed for and on Behalf of The)
Secretary of State for Transport (**DfT**))
)
)

.....
Signature of authorised signatory

.....
Print name (ALL CAPITALS)

Executed by the Consultant acting by:)
two directors/ partners OR a)
director/partner in the presence of a)
witness)
)

.....
Signature of director/partner(delete as appropriate)

If signed by a director/partner in the
presence of a witness, please ensure the
witness also completes the following:

.....
Print director/partner name (ALL CAPITALS) (delete
as appropriate)

.....

.....
Signature of second director/partner OR witness
(delete as appropriate)

.....
Witness address (ALL CAPITALS)

.....
Print director/partner/witness name (ALL CAPITALS)
(delete as appropriate)

SCHEDULE 1 – GLOSSARY

This glossary defines terms used in the Framework Agreement and any Package Order, as applicable.

"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time.
"Approval"	means the prior written consent of the DfT and "Approve" and "Approved" shall be construed accordingly.
"AGENT Grade"	means the Grade of organisations that could be called upon to provide most, if not all resources that could successfully meet any or all of the DfT or Client's technical and commercial advisory and resource service requirements for Required Services from Lot 2 - Category F.
"Audit"	<p>means the DfT's right to:</p> <ul style="list-style-type: none">(a) verify the accuracy of the Charges and any other amounts payable by a Client under a Contract (including proposed or actual variations to them in accordance with the Contract);(b) verify the costs of the Consultant (including the costs of all Sub-Consultants and any third party suppliers) in connection with the provision of the Services;(c) verify the Open Book Data;(d) verify the Consultant's and each Sub-Consultant's compliance with the applicable Law;(e) identify or investigate actual or suspected breach of Clauses 32 and 28.2, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances DfT shall have no obligation to inform the Consultant of the purpose or objective of its investigations;(f) identify or investigate any circumstances which may impact upon the financial stability of the Consultant, and/or any Sub-Consultants or their ability to provide the Services;(g) obtain such information as is necessary to fulfil DfT's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Controller and Auditor General and Government internal Audit;(h) review any books of account and the internal contract management accounts kept by the Consultant in connection with each Contract;(i) carry out DfT's internal and statutory audits and to prepare, examine and/or certify DfT's annual and interim reports and accounts;(j) enable the National Audit Office to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DfT has used its resources; and(k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Agreement.

"Auditor"	<p>means:</p> <ul style="list-style-type: none"> (a) a Client's or DfT's internal and external auditors; (b) the DfT's or any Client's statutory or regulatory auditors; (c) the Controller and Auditor General, their staff and/or any appointed representatives of the National Audit Office and/ or Government Internal Audit; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Client or DfT to carry out audit or similar review functions; and (f) successors or assigns of any of the above.
"Bidder(s)"	means a Consultant (or Consultants) who respond to a Proposal Request Form by submitting a Proposal in accordance with the instructions provided in the Proposal Request Form.
"Call Off Procedure"	means the procedure for awarding a Package Order pursuant to Clause 6 and Schedule 13.
"Capability Matrix"	means the tables setting out the recognised capabilities of the Consultants on the Framework for each Lot and associated Category as set out in Schedule 4.
"Category"	means each category of Required Services as set out in Schedule 5 (Scope of Services) and "Categories" shall be construed accordingly.
"Central Government Body"	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency.
"Change in Law"	means any change in Law which impacts on the supply of the Services and performance of any Package Order which comes into force after the Framework Commencement Date.
"Change of Control"	means an event where any single person, or group of persons acting in concert, acquires control of the Consultant or any direct or indirect interest in the relevant share capital of the Consultant, as a result of which that person or group of persons has a direct or indirect interest in more than twenty-five per cent (25%) of the relevant share capital of the Consultant.
"Charges"	the prices (exclusive of any applicable VAT), payable to the Consultant by the Client under the Package Order, as set out in the Contract Data, for the full and proper performance by the Consultant of its obligations under the Package Order.

“Client”	means the DfT and any bodies listed in the Contract Notice (2022/S 000-010758) published on 26 April 2022 and “Clients” shall be construed accordingly. In the context of a Package Order, the Client shall be the body which enters into the relevant Package Order.
“Client Assets”	means the Client’s infrastructure, data, software, materials, assets, equipment, or other property owned by and/or licensed or leased to the Client and which is or may be used in connection with the provision of the Services.
“Comparable Supply”	means the supply of Services to another customer of the Consultant that are the same or similar to the Services.
“Confidential Information”	<p>means all confidential information (however recorded or preserved) disclosed by a party to the other party in connection with this Agreement, including but not limited to:</p> <p>(a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;</p> <p>(b) any information developed by the parties in the course of carrying out this Agreement;</p> <p>(c) any Personal Data.</p>
“Consultant Assets”	means all assets and rights used by the Consultant to provide the Services in accordance with this Package Order but excluding the Client Assets.
“Consultant Position”	means a person who meets the relevant description as set out in Schedule 6 (Position Definitions for Consultant Resources).
“Consultant Profit”	means, in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and the Consultant’s Costs of providing the Services.
“Consultant Profit Margin”	means, in relation to a period, the Consultant Profit for the relevant period divided by the total Charges over the same period in respect of any Package Orders and expressed as a percentage.
“Consultant”	<p>means the person, firm or company with whom:</p> <p>(a) the DfT enters into a Framework Agreement strictly for the Lot, Grade and Category/ Categories that the Consultant has been appointed to; and/or</p> <p>(b) a Client enters into a Package Order for the provisions of Services,</p> <p>as the context requires.</p>
“Consultants”	means all the persons firms or companies with whom DfT enters into a Framework Agreement.
“Consultant Representative”	means the named person identified by the Consultant in Schedule 2 as the main point of contact in respect of all matters arising under this Framework Agreement.

“Consultant Staff”	means all directors, officers, employees, agents, subconsultants and subcontractors of the Consultant and/or of any sub-subcontractor engaged in the performance of the Consultant’s obligations under a Contract.
“Contract”	means either the Framework Agreement or the Package Order, as the context requires.
“Contract Management Project Summary”	means a summary of management arrangements in the form set out in Schedule 16.
"Contract Period"	means the term of a Package Order on and from the earlier of the: <ul style="list-style-type: none"> (a) applicable Start Date; or (b) Effective Date, up to and including the applicable End Date.
"Contract Scorecard"	means the scorecard for Package Order KPIs described in Paragraph 8 of Part 2 of Schedule 9 (Key Performance Indicators).
"Contract Year"	means a consecutive period of twelve (12) months commencing on the Framework Commencement Date or each anniversary thereof.
"Control"	means the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly.
“Controller”	has the meaning given in the GDPR.
"Costs"	means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Consultant in providing the Services: <ul style="list-style-type: none"> (a) the cost to the Consultant or the Sub-Consultant (as the context requires), calculated per Resource Day, of engaging the Consultant Staff, including: <ul style="list-style-type: none"> (i) base salary paid to the Consultant Staff; (ii) employer’s national insurance contributions; (iii) pension contributions; (iv) car allowances; (v) any other contractual employment benefits; (vi) staff training; (vii) workplace accommodation; (viii) workplace IT equipment and tools reasonably necessary to provide the Services (but not including items included within limb (b) below); and

- (ix) reasonable recruitment costs, as agreed with the Client under any Package Orders;
 - (b) costs incurred in respect of the Consultant Assets and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Consultant Assets by the Consultant to the Client or (to the extent that risk and title in any Consultant Asset is not held by the Consultant) any cost actually incurred by the Consultant in respect of those Consultant Assets;
 - (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Consultant in the provision of the Services;
 - (d) Reimbursable Expenses to the extent these are incurred in delivering any Services where the Charges for those Services are to be calculated on a fixed price or firm price pricing mechanism (as set out in Schedule 3 (Framework Prices));
- but excluding:
- (i) overheads;
 - (ii) financing or similar costs;
 - (iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Framework Agreement Period and term of any Package Orders whether in relation to Consultant Assets or otherwise;
 - (iv) taxation;
 - (v) fines and penalties; and
 - (vi) non-cash items (including depreciation, amortisation, impairments and movements in provisions).

"CRTPA"	means the Contracts (Rights of Third Parties) Act 1999.
"Crown Body(ies)"	means any department, office, or executive agency of the Crown.
"CSR"	means Corporate Social Responsibility.
"Cyber Essentials Certificate"	means the Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Consultant as set out in the Package Order.
"Cyber Essentials Basic Certificate"	means the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance.
"Cyber Essentials Plus Certificate"	means the certificate awarded on the basis of a technical verification by an independent certification body, under the Cyber Essentials Scheme and is the advanced level of assurance.
"Cyber Essentials Scheme"	means Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet-based threats (as may

be amended from time to time). Details of the Cyber Essentials Scheme can be found at: <https://www.cyberessentials.ncsc.gov.uk/>.

"Cyber Essentials Scheme Data"	means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme.
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Consultant under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
"Data Protection Legislation"	<ul style="list-style-type: none">(a) the UK GDPR, the Law Enforcement Directive (EU) 2016/680 and any applicable national implementing Laws as amended from time to time;(b) the DPA to the extent that it relates to processing of personal data and privacy;(c) all applicable Law about the processing of personal data and privacy.
"Data Subject"	has the meaning given in the Data Protection Legislation.
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data.
"Deductions"	means all Delay Payments or any other deduction which the Client is paid or which is payable under any Package Order.
"Default"	means a material breach of the obligations of the Consultant under the Framework Agreement (including an omission) or any negligence or misstatement of the Consultant, of its Sub-Consultants or any Consultant Staff howsoever arising in connection with or in relation to the subject-matter of the Framework Agreement and in respect of which the Consultant is liable to DfT.
"Default Management Charge"	has the meaning given to it in Clause 12.6.
"DfT"	means the Department for Transport.
"DfT Cause"	means any breach of the obligations of DfT (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 DfT in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which DfT is liable to the Consultant.
"Delay Payments"	means the amounts payable by the Consultant to the Client in respect of a delay in respect of a milestone as specified in the project plan, in accordance with Option X7 of the NEC4 Conditions of Contract forming part of the Package Order.
"Deliverables"	means Services that may be ordered under a Package Order including the Documentation.
"Direct Award Criteria"	shall mean value for money e.g., that the Client believes that the Consultant provides demonstrable value for money, which may include but is not limited to:

	<ul style="list-style-type: none"> (a) cost effectiveness; (b) price; and (c) quality.
"Director Position"	means a person who meets the relevant description as set out in Schedule 6 (Position Definitions for Consultant Resources).
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the procedure for variations in Clause 16.1 (Variation Procedure) or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.
"Dispute Resolution Procedure"	means the procedure to be followed in the event of a Dispute, as set out in Clause 41 of the Framework Agreement.
"Documentation"	<p>means descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Consultant to the Client under a Package Order as:</p> <ul style="list-style-type: none"> (a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Client to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables; (b) is required by the Consultant in order to provide the Deliverables; and/or (c) has been or shall be generated for the purpose of providing the Deliverables.
"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes or those who use them to tell HMRC of any notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992 and in Schedule 11A to the Value Added Tax Act 1994 (as amended by Schedule 1 to the Finance (no. 2) Act 2005.
"DPA"	the Data Protection Act 2018.
"Due Diligence Information"	means any information supplied to the Consultant by or on behalf of the DfT prior to the Framework Commencement Date.
"Effective Date"	means the date on which the final Party has signed the agreement for a Package Order.
"End Date"	<p>means the earlier of:</p> <ul style="list-style-type: none"> (a) the Expiry Date; or

	(b) if a Contract is terminated before the Expiry Date, the date of termination of the Contract.
"Environmental Information Regulations or EIRs"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.
"Equivalent Services"	means services which the Consultant can supply which are the same or similar to the Services.
"Estimated Year 1 Management Charge"	means the estimated Management Charge for the first Contract Year.
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Framework Agreement (whether prior to the Framework Commencement Date or otherwise).
"EXPERT Grade"	means the grade of Consultant awarded a place on the Framework Agreement that could be called upon to provide an isolated technical and commercial advisory services to meet DfT's requirements for Required Services from a maximum of two (2) nominated Categories of Lot 1.
"Expiry Date"	means the Framework Agreement Expiry Date or the Package Order Expiry Date (as the context dictates).
"Extended Initial Term"	shall have the meaning given in Clause 9.2.
"Extension Period"	means such period or periods beyond which the Framework Agreement Period may be extended as specified in Schedule 2.
"FOIA"	means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.
"Framework"	means the Specialised Technical and Commercial Advice for Rail and Other Transport Modes Framework (STAR <i>Three</i>).
"Framework Agreement"	means a framework agreement entered into between DfT and a Consultant confirming the Consultant's appointment to the Framework.
"Framework Agreement Expiry Date"	means the date on which the Initial Term expires or the date on which any Extension Period expires (as applicable).
"Framework Agreement Period"	the period from the Framework Commencement Date until the Framework Agreement Expiry Date
"Framework Commencement Date"	means [3 July 2023].
"Framework KPIs"	means the performance measurement and targets set out in Part 1 of Schedule 9.
"Framework Manager"	means the official appointed by DfT to act on its behalf for the purpose of managing the Framework and the overall performance of the Consultant in respect of the Framework.

"Framework Prices"	means the price(s) applicable to the provision of the Services set out in Schedule 3 (Framework Prices), which comprises the "Maximum Daily Rates", "Minimum Pricing Discounts" and "Maximum Handling Fee" as applicable to Lot 1 or Lot 2 and the relevant Category.
"Government Internal Audit"	means an executive agency of His Majesty's Treasury that provides internal audit to central government.
"Guarantee"	a deed of guarantee from the Guarantor in favour of DfT or a Client in the form set out in Appendix 1 to Schedule 22.
"Guarantor"	the person that the Consultant relied upon to satisfy DfT in relation to the economic and financial standing requirements of the selection stage of the procurement process for the Framework Agreement, whether an Affiliate of the Consultant or a bank or insurance company.
"GDPR"	means the UK GDPR, which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA.
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Consultant) or which affects or relates to a Comparable Supply.
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.
"Grade"	means the Lot 1 PRIME Grade, MEDIUM Grade or EXPERT Grade or the Lot 2 AGENT Grade.
"Inception Meeting"	means the mobilisation meeting referred to at Sections 8 and 9 of the Scope.
"Indexation Adjustment Date"	has the meaning given to it in Paragraph 6.1.2(a) of Schedule 17.
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000.
"Initial Term"	means the period of two (2) years from and including the Framework Commencement Date as set out in Schedule 2.
"Insolvency Event"	means, in respect of the Consultant: <ul style="list-style-type: none"> (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or (c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) where the Consultant is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
- (i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction.

"Intellectual Property Rights" or "IPR"

means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction.

"IPR Claim"

any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Consultant (or to which the Consultant has provided access) to DfT and/or the Client (as applicable) in the fulfilment of its obligations under a Contract.

"ITT"

means the Invitation to Tender document, including all attachments and appendices, provided for the purposes of procuring this Framework.

"Joint Controllers"

where two (2) or more Controllers jointly determine the purposes and means of processing.

"Junior Consultant Position"

means a person who meets the relevant description as set out in Schedule 6 (Position Definitions for Consultant Resources).

"Key Persons"

means the Consultant's nominated and/or specified resources that supervise the performance of the Services in relation to matters arising under a Package Order, as listed in Contract Data Part 2 for that Package Order.

"Know-How"

means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Framework Commencement Date.

"KPI Target(s)"	means the acceptable performance level for a key performance indicator as set out in relation to each key performance indicator.
"Law"	<p>(a) any law and any legally binding rule, policy, guidance, or recommendation issued by any governmental, statutory or regulatory body and any legally binding industry code of conduct or guideline, in each case, according to the law of England and Wales; and</p> <p>(b) any non-binding rule, policy, guidance, or recommendation issued by any governmental, statutory or regulatory body and any non-binding industry code of conduct or guideline</p> <p>which, in each case, applies to the parties to the Contract or relates to the subject matter or performance of the Contract and which is in force from time to time.</p>
"Lead Consultant"	means the consultant which acts on behalf of the Consultants that make up a Package Order Consortium.
"Letter of Intent to Guarantee"	the letter from the Guarantor to DfT to confirm that the Guarantor will enter into each Guarantee in the form set out in Appendix 2 to Schedule 22.
"Lot"	means the lot of services, detailed under the relevant heading set out in Schedule 5 of this Framework Agreement and "Lots" shall be construed accordingly.
"Lot 1"	means the services detailed under the relevant heading set out in Schedule 5 (Scope of Services) of this Framework Agreement.
"Lot 2"	means the services detailed under the relevant heading set out in Schedule 5 (Scope of Services) of this Framework Agreement.
"Losses"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly.
"Management Charge"	means the sum payable by the Consultant to DfT in respect of Package Orders for which DfT is not the Client, being an amount calculated pursuant to Schedule 21.
"Management Information" or "MI"	the management information specified in the MI Reporting Template.
"Maximum Daily Rate(s)"	means the maximum daily rate that a Consultant may charge a Client for each position within each Category, as set out in the applicable table(s) in Schedule 3, subject to any variation permitted in accordance with Schedule 17.
"Maximum Handling Fee"	for Lot 2 only, the maximum commission Consultants may include for each Position.
"MEDIUM Grade"	means the grade of consultant that could be called upon to provide all resources that could successfully deliver a package of technical and commercial advisory services or an isolated technical and commercial advisory service to meet any or all of DfT requirements for Required Services from a maximum of two (2) nominated Lot 1 Categories.

“Mini Competition Award Criteria”	means the award criteria to be used by a Client to evaluate proposals for a Package Order set out in Paragraph 3.5.1 of Schedule 13 (Call off Procedure).
“Mini Competition Procedure”	means the process to be followed by a Client when awarding a Package Order by way of further competition (call off), as set out in Paragraph 3 of Schedule 13 (Call off Procedure).
“MI Failure”	means when an MI report: <ul style="list-style-type: none"> (a) contains any material errors or material omissions or a missing mandatory field; or (b) is submitted using an incorrect MI Reporting Template; or (c) is not submitted by the reporting date (including where a declaration of no business should have been filed).
“Minimum Pricing Discounts”	means the pricing discounts set out in Schedule 3.
“MI Report”	means a report containing Management Information submitted to DfT in accordance with Clause 12.
“MI Reporting Template”	means the form of report set out in Schedule 24 setting out the information the Consultant is required to supply to DfT by way of MI.
“Modern Slavery Helpline”	means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at https://www.modernslaveryhelpline.org/report or by telephone on 0800 0121 700.
“National Audit Office or NAO”	means the UK’s independent public spending watchdog.
“New IPR”	IPR in items created by the Consultant (or by a third party on behalf of the Consultant) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or IPR in or arising as a result of the performance of the Consultant’s obligations under a Contract and all updates and amendments to the same; but shall not include the Consultant’s Existing IPR.
“Objectives”	means the objectives for this Framework Agreement as set out in Schedule 20.
“Open Book Data”	means complete and accurate financial and non-financial information which is sufficient to enable DfT to verify the Charges already paid or payable and Charges forecast to be paid during the Framework Agreement Period and term of any Package Orders, including details and all assumptions relating to: <ul style="list-style-type: none"> (a) the Consultant’s Costs broken down against each Service and/or deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all services; (b) operating expenditure relating to the provision of the Services including an analysis showing: <ul style="list-style-type: none"> (i) manpower resources broken down into the number and grade/role of all Consultant Staff (free of any contingency) together with a list of agreed rates against each manpower grade;

- (ii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Consultant Profit Margin; and
- (iii) Reimbursable Expenses;
- (c) overheads;
- (d) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Services;
- (e) the Consultant Profit achieved over the Framework Agreement Period and term of any Package Orders and on an annual basis;
- (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Consultant;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and
- (h) the actual Costs profile for each Contract Period under any Package Orders.

“Original Tender Documents”

means the ITT and the Consultant’s bid in response to the ITT.

“Overhead(s)”

means those amounts which are intended to recover a proportion of the Consultant’s or the Sub-Consultant’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Consultant Staff and accordingly included within limb (a) of the definition of “Costs”.

“Overpayment”

means any amount paid to the Consultant by a Client in respect of the Charges for a Package Order which is in excess of the amount due or to become due to the Consultant under the relevant Package Order.

“Package Order”

means a contract between a Client and a Consultant for provision of Services (entered into pursuant to the terms of the Framework Agreement), substantively in the form set out in Schedule 8.

“Package Order Bidding Consortium”

means a consortium of Consultants responding to a Package Order Request in conjunction with each other where one of the Consultants acts as a Lead Consultant on behalf of the entire bidding consortium.

“Package Order Consortium”

means a consortium of Consultants whose Lead Consultant has been contracted to carry out an individual package of work under a Package Order on behalf of the entire Package Order Bidding Consortium.

“Package Order Contract Data”

means the contract data as provided by the Client (Part One) and the Consultant (Part Two), which form part of the NEC4 Conditions of Contract, and which will be used to form the Package Order, recorded in the form set out in Schedule 8.

“Package Order Expiry Date”

means the date that the Package Order expires in accordance with the terms of the Package Order.

“Package Order KPIs”	means the performance measurement and targets set out in Paragraph 8 of Part 2 of Schedule 9 (Key Performance Indicators).
“Package Order Performance Score”	means the total of the Package Order KPI scores accrued in accordance with the Contract Scorecard.
“Package Order Request”	means a request for bids for a Package Order using the Proposal Request Form.
“Package Order Terms”	means the terms of the Package Order, substantively in the form set out in Schedule 8.
“Parent Company”	has the meaning given to it by section 1173(1) of the Companies Act 2006.
“PCR”	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time.
“Personal Data”	has the meaning given in the GDPR.
“Personal Data Breach”	has the meaning given in the GDPR.
“Position”	means the position of an individual who is representing a Consultant, being; Director Position, Senior Consultant Position, Consultant Position or Junior Consultant Position as those terms are defined in Schedule 6 (Position Definitions for Consultant Resources).
“Principles”	means the principles for this Framework Agreement as set out in Schedule 20.
“Process”	has the meaning given to it in the GDPR.
“Processor”	has the meaning given to it under the GDPR.
“Processor Personnel”	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement.
“Prohibited Act”	<p>means any of the following:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by DfT or a Client or any other public body a financial or other advantage to: <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; or (c) committing any offence:

- (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
- (ii) under legislation or common law concerning fraudulent acts; or
- (iii) defrauding, attempting to defraud or conspiring to defraud a Client or other public body; or
- (iv) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

"Proposal"	has the meaning set out in Paragraph 3.4.2(b)(ii) of Schedule 13 of the Framework Agreement"
"Proposal Request Form"	means the form used to request bids for a Package Order as set out in Schedule 7.
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
"PRIME Grade"	means the Grade of organisations that could be called upon to provide all resources that could successfully deliver a lead technical and commercial advisory role for a franchise, programme or project or deliver either a package of technical and commercial advisory services or an isolated technical and commercial advisory service to meet any or all of DfT's requirements for Required Services from any Category of Lot 1"
"Quarter"	the first three (3) months during any calendar year and each subsequent consecutive three (3) month period during such calendar year"
"Reimbursable Expenses"	<p>means reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Client's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> (a) travel expenses incurred as a result of Consultant Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Client otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Consultant Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed.
"Rejection Notice"	means written notice provided to a Consultant who is unsuccessful in a Mini Competition Procedure.
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
"Replacement Deliverables"	means any deliverables which are substantially similar to any of the Deliverables and which the Client receives in substitution for any of the

	Deliverables following the Expiry Date, whether those goods are provided by the Client internally and/or by any third party.
"Replacement Consultant"	any third-party provider of Replacement Deliverables appointed by or at the direction of the Client from time to time or where the Client is providing Replacement Deliverables for its own account, shall also include the Client.
"Request(s) for Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs.
"Required Services"	for the purposes of this Framework Agreement, means the services to be provided under the Framework as described in Schedule 5 (Scope of Services) and for the purposes of any Package Order, Proposal Request Form or the Package Order Terms means the services required by the Client which fall within the scope of the services described in Schedule 5 (Scope of Services).
"Resource Day"	a full Working Day of nine (9) hours duration including breaks (up to a maximum of one (1) hour per day),
"Selection Questionnaire (SQ)"	means the selection questionnaire issued to the Consultant as part of the procurement for this Framework.
"Senior Consultant Position"	means a person who meets the relevant description as set out in Schedule 6 (Position Definitions for Consultant Resources).
"Service Levels"	means any service levels applicable to the provision of the Services under a Package Order.
"Service Manager"	means the person nominated by a Client to contract manage the delivery of the Package Order, as named in the Package Order Contract Data.
"Services"	means the specific services provided under a Package Order.
"Scope"	means the service description document included within any Package Order Request.
"SME"	means Small and Medium-sized Enterprise that employs fewer than two hundred and fifty (250) persons in line with the EU definition: https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en
"Sourcing Portal"	means the online tender management and contract administration system hosted by Jaggaer on behalf of the Department for Transport.
"Specialist Technical and Commercial Advice"	means the advice services which may be procured within the terms of this Framework.
"Specific Change in Law"	means a Change in Law that relates specifically to the business of DfT and which would not affect a Comparable Supply and is not a General Change in Law.
"SPPI"	means Service Producer Price Index
"SQ Submission"	means the Consultant's response to the Selection Questionnaire, including any appended documents, as part of the procurement of this Framework

"Standards"	means any: <ul style="list-style-type: none"> (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Consultant would reasonably and ordinarily be expected to comply with; (b) standards detailed in the Scope for a Package Order or Original Tender Documents; (c) standards detailed by DfT or a Client in a Package Order or agreed between the Parties from time to time; (d) relevant Government codes of practice and guidance applicable from time to time.
"Start Date"	means the date on which a Package Order is placed with the Consultant.
"STAR Three"	means the Specialist Technical and Commercial Advice for Rail and Other Transport Modes Framework.
"Sub-Contract"	means any contract or agreement (or proposed contract or agreement), other than a Package Order or the Framework Agreement, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Services (or any part of them); (b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Services (or any part of them).
"Sub-Consultant"	means any person other than the Consultant, who is a party to a Sub-Contract and the employees or agents of that person and shall include, but not be limited to, any Sub-Consultants.
"Sub-processor"	any third party appointed to process Personal Data on behalf of the Consultant related to this Framework Agreement or a Package Order.
"Supporting Documentation"	means sufficient information in writing to enable the Client to reasonably assess whether the Charges, Reimbursable Expenses (as referred to in Paragraph 4 to Schedule 17 (Reimbursable Expenses) and other sums due from the Client under a Package Order detailed in the information are properly payable.
"Tax"	UK Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed by the government of the United Kingdom or any political subdivision thereof.
"Tender"	means the Consultant's response to the ITT for the Framework, as set out in Schedule 19.
"Termination Notice"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to

terminate this Framework Agreement on a specified date and setting out the grounds for termination.

"The NEC4 Conditions of Contract" means the NEC4 Professional Services Contract (Fourth Edition June 2017) and Z clauses as incorporated into a Package Order.

"Transferee" has the meaning given to it in Clause 29.4

"Transparency Reports" means the information relating to the Deliverables and performance of the Contracts which the Consultant is required to provide to DfT in accordance with the reporting requirements in Schedule 23 (Transparency Reports).

"Variation" has the meaning given to it in Clause 16.1.1 (Variation Procedure).

"Variation Form" means the form that will be completed and signed by the Parties to affect a Variation which shall be in the form set out in Schedule 18 (Variation Form).

"VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

"Working Days" means any day other than a Saturday, Sunday or public holiday in England and Wales.

SCHEDULE 2 - KEY CONTRACT INFORMATION

1. Framework Number: THRE0000
2. Name of Consultant: XXX
3. Lot to which the Consultant has been appointed to the Framework: XXX
4. Grade at which the Consultant has been appointed to the Framework: XXX
5. Category or Categories for which the Consultant has been appointed to the Framework: XXX
6. Framework Commencement Date: 3 July 2023]
7. Duration: Two Years + 2 x One Year Extensions from Framework Commencement Date
8. End date: 2 July 2027
9. Details of Framework Manager:

Name:

Address: Department for Transport, Great Minster House, London SW1P 4DR

Tel:

Fax:

Email:
10. Details of Consultant Representative:

Name:

Address:

Tel:

Fax:

Email:

SCHEDULE 3 - FRAMEWORK PRICES

1. This Schedule 3 contains tables which establish:
 - 1.1 the Lot 1 and Lot 2 **Maximum Daily Rates** (as at the Framework Commencement Date) for each Position within those Lot 1 Categories and Lot 2 Categories that Consultants have been appointed to the Framework as may be varied in accordance with the provisions of Schedule 17;
 - 1.2 the Consultant's **Minimum Pricing Discounts** which apply for each Position within Lot 1 Categories and Lot 2 Categories based on the duration of the Package Orders and total number of Resource Days. The Minimum Pricing Discounts identify the minimum discount rates that will apply to the Maximum Daily Rate in the pricing of Package Orders; and
 - 1.3 in relation to Lot 2 Categories only, the **Maximum Handling Fee**. This is the maximum commission Consultants may include for each Position.

2. MAXIMUM DAILY RATES

- 2.1 The Tables setting out the Maximum Daily Rates for the Lot, Grade and Category for which the Consultant has been appointed are set out at the end of this Section 2.
- 2.2 Where the Direct Award Procedure is followed in accordance with Schedule 13:
 - 2.2.1 the Consultant's Maximum Daily Rates, as set out in this Schedule 3, are calculated on the basis of a Resource Day of nine hours duration, exclusive of any travel time or costs unless in exceptional cases where that travel has been agreed with DfT as being legitimately part of the business day (as in the case of a site visit on behalf of DfT).
 - 2.2.2 the Maximum Daily Rates are inclusive of breaks (up to a maximum of one (1) hour per day), management, administrative support, services, functions and responsibilities (including any incidental services, functions or responsibilities) which are reasonably to be inferred from the Framework Agreement and any future Package Order. In particular, the Consultant shall provide framework management, including regular updates, performance monitoring data, benchmarking analysis, performance review, availability reports (including but not limited to details of other consulting and advisory activities that they are carrying out or planning to undertake in the cross-UK rail advisory sector) and attendance at regular liaison and review meetings with DfT; and
 - 2.2.3 for Lot 1 and 2 Categories, the Charges for a Package Order are calculated using the Maximum Daily Rate for each Position (as may be varied in accordance with the provisions of Schedule 17), with a reduction to reflect the applicable Minimum Pricing Discount. The Minimum Pricing Discount must be applied to each Maximum Daily Rate according to the total number of Resource Days across all levels of staff.
- 2.3 In accordance with Paragraph 6 of Schedule 7 and Paragraph 3.4.2(b)(i) of Schedule 13, where a Mini Competition Procedure is followed, the Consultant is entitled to respond to a Proposal Request Form with daily rates, pricing discounts, handling fees and other pricing information that is different to those set out in this Schedule 3, provided that:
 - 2.3.1 the Consultant's proposed daily rates (including for its Sub-Consultants save as set out in (b) below) do not exceed the Maximum Daily Rate for the Consultant. However:
 - (a) where a Package Order Consortium (formed of a number of Consultants from the Framework), is responding to a Proposal Request Form, AND any Consortium Member other than the Lead Consultant is on the Framework and qualified for that Category and Grade for which they are proposed by the Consortium for that Package Order, then the Maximum Daily Rates for that Consortium Member applies as their maximum rate and not that of the Lead Consultant; and

- (b) In cases where a Consultant (not the party to this Framework Agreement) acts as a sub-consultant for the provision of Required Services by way of a Category to which that Consultant **has not been** appointed, the Maximum Daily Rate applicable for that Consultant acting as a sub-consultant shall be the lower of the following:
 - (i) the Maximum Daily Rate of the bidding Consultant for that Category; and
 - (ii) the Sub-Consultant's Maximum Daily Rate for the relevant Position in the Sub-Consultant's own appointed Category;
- 2.3.2 the Consultant's proposed daily rates must be calculated in accordance with Paragraphs 2.2.1, 2.2.2 and 2.2.3 above; and
- 2.3.3 for Lot 2 only, where Consultants are proposing lower daily rates than the Maximum Daily Rate applicable for each Position, the rate handling fee element of relevant daily rates must not exceed the Maximum Handling Fee.
- 2.4 In the event the Consultant's Proposal is accepted by a Client, the daily rates and pricing discounts set out within the Proposal shall be used to calculate the Charges for the relevant Package Order.

PRICING MECHANISM FOR THE CALCULATION OF CHARGES

- 2.5 The majority of Package Orders will be let on the basis of advisors working full or half days.
- 2.6 In exceptional cases, the rates used to calculate the Charges in the following circumstances shall be in accordance with Paragraph 2.7 below:
 - 2.6.1 where the prior consent of the Framework Manager has been given to account for specific tasks on an hourly rate basis; or
 - 2.6.2 where Package Orders have identified specific tasks that may be accounted for on an hourly rate basis.
- 2.7 Where Package Orders identify specific tasks that may be accounted for on an hourly rate basis DfT acknowledges that it is reasonable to include a pro rata allowance for breaks, based on the expectation that there would be on average, an aggregate of one (1) hour's break time in the course of a nine (9) hour working day. The Consultant must ensure that the applicable Charges for each hour will be for uninterrupted work carried out (i.e., no break time will be charged) and on that basis the hourly rate shall be calculated as one eighth of the Maximum Daily Rate for the applicable advisor (as appropriate).
- 2.8 For Package Orders priced using Option E (time charge rates), those rates are fixed at the start of the Package Order and do not increase by inflation.

MAXIMUM DAILY RATES TABLES – LOT 1

TABLE 1 - MAXIMUM DAILY RATE CARD		
ITEM	POSITION	MAXIMUM DAILY RATE
1	DIRECTOR	
2	SENIOR CONSULTANT	
3	CONSULTANT	
4	JUNIOR CONSULTANT	

MAXIMUM DAILY RATE TABLE – LOT 2

TABLE 1B LOT 2 AGENCY MAXIMUM DAILY RATE CARD		
ITEM	POSITION	MAXIMUM DAILY RATE
1	DIRECTOR	
2	SENIOR CONSULTANT	
3	CONSULTANT	
4	JUNIOR CONSULTANT	

3. MINIMUM PRICING DISCOUNTS

- 3.1 These Tables(s) identify the minimum discount rates that they will apply to the Maximum Daily Rates in the Consultant's pricing of future Package Orders depending on the level of total resource
- 3.2 For a Package Order Consortium, the Lead Consultant's Minimum Discount Rates will apply to all Consortium Members in aggregate regardless of the individual Consultant's proposed involvement in delivering the requirements.
- 3.3 The Minimum Discount Rates of a Consultant using one or more Sub-Consultants will also apply to those Sub-Consultants included in a Proposal.

LOT 1 MINIMUM DISCOUNT RATES		
Band	TOTAL PACKAGE ORDER RESOURCE DAYS	MINIMUM DISCOUNT RATES
1	50 Resource Days or less	%
2	51 – 150 Resource Days	%

3	151 – 1000 Resource Days	%
4	Over 1001 Resource Days	%
Lot 2: MINIMUM DISCOUNT RATES		
BAND	TOTAL PACKAGE ORDER RESOURCE DAYS	MINIMUM DISCOUNT RATES
1	50 resource days or less	%
2	51 – 150 Resource Days	%
3	151 – 1000 Resource Days	%
4	Over 1001 Resource Days	%

4. LOT 2 MAXIMUM HANDLING FEE

4.1 The Maximum Handling Fee is the commission element of either:

4.1.1 the Maximum Daily Rate; or

4.1.2 the applicable daily rate set out in the Proposal when a Mini Competition Procedure has been followed.

The Maximum Handling Fee is expressed as a percentage as tendered by the Consultant.

4.2 When calculating the Charges for Package Orders and when responding to a Proposal Request Form, the commission element of either:

4.2.1 the Maximum Daily Rate; or

4.2.2 the applicable daily rate applying to a Package Order,

must not exceed the Maximum Handling Fee as set out in the Table below.

LOT 2 CATEGORY F MAXIMUM HANDLING FEE TABLE	
MAXIMUM DAILY RATE RANGE	MAXIMUM HANDLING FEE
Less than £1,000/ day	%
Over £1,000/ day	%

SCHEDULE 4- CONSULTANT CAPABILITY MATRIX

1. Tables 1 – 6 of this Schedule 4 provide a Consultant Capability Matrix that will enable the Framework Manager to identify the relevant specific capabilities and capacity of all successfully appointed Framework Consultants. (Tables 1-5 are for Lot 1 Categories and Table 6 is for Lot 2, so only those relevant to the Consultant's appointment to the Framework are included).
2. The Clients will use these tables to determine the most appropriate Consultants for future Package Orders. Recognising that resource capacity and capability of Consultants may change from time to time:
 - 2.1 Consultants must immediately advise the Framework Manager in writing of there being any reduction in their resource capacity and capability within the Category/ Categories for which they have been appointed to the Framework.
 - 2.2 On each anniversary of the Framework Commencement Date (or as directed by DfT) each of the Consultants may update the information on the Capability Matrix by completing revised versions of Tables 1 – 6 below (as relevant) for each Lot, Category or Categories and Grades for which they have been appointed to the Framework.
 - 2.3 Any updates of the Capability Matrix will be subject to acceptance by DfT of the evidence provided by the Consultant of any additional capability.
 - 2.4 In no circumstances will a Consultant be entitled to supply Required Services at any Grade or in any Category for which they have not been appointed to the Framework (as stated in Schedule 2 (Key Contract Information)) and any information provided about a Consultant's purported capability in relation to such Grades or Categories will be ignored by DfT.
3. Only UK-based resources may be included in these Tables 1-6.

TABLE 2, LOT 1, CATEGORY B – TRANSPORT OPERATIONS AND PERFORMANCE ADVICE

[illegible]

TABLE 3, LOT 1, CATEGORY C – COMMERCIAL ADVICE FOR TRANSPORT

[illegible]

TABLE 5, LOT 1, CATEGORY E – TRANSPORT PROJECT AND PROGRAMME MANAGEMENT ADVICE

		STARThree FRAMEWORK - LOT 1																																																			
GRADE	SUPPLIER NAME	CATEGORY E Transport Project and Programme Management																																																			
		General Project and Programme Management Advice				Project and Programme Management Research				Programme Partner				Programme Management				Project Management				Project Delivery				Project Controls				Assurance				Project Representative				Enterprise, Programme & Project Integration Management				Package Specific Bid Evaluation Support				Social Value				Decarbonisation			
Position		Position		Position		Position		Position		Position		Position		Position		Position		Position		Position		Position		Position		Position		Position		Position		Position		Position		Position		Position															
D	SC	C	JC	D	SC	C	JC	D	SC	C	JC	D	SC	C	JC	D	SC	C	JC	D	SC	C	JC	D	SC	C	JC	D	SC	C	JC	D	SC	C	JC	D	SC	C	JC	D	SC	C	JC										
PRIME																																																					
MEDIUM																																																					
EXPERT																																																					
Position Key: D - Director SC - Senior Consultant C - Consultant JC - Junior Consultant																																																					

TABLE 6, LOT 2, CATEGORY F – RAIL AND OTHER TRANSPORT SYSTEM AGENCY SUPPLIERS

		STARThree FRAMEWORK - LOT 2															
GRADE	SUPPLIER NAME	CATEGORY F - Rail and Other Transport System Agency Suppliers															
		Specialist recruitment planning				Development of specialist recruitment campaigns and strategies				Sourcing interim personnel				Sourcing high calibre panel and review team resources			
		Position				Position				Position				Position			
		D	SC	C	JC	D	SC	C	JC	D	SC	C	JC	D	SC	C	JC
AGENT																	
Position Key:																	
D - Director																	
SC - Senior Consultant																	
C - Consultant																	
JC - Junior Consultant																	

SCHEDULE 5 - SCOPE OF SERVICES

The STAR *Three* Framework service requirements, reflecting those needed to meet the Client service requirements, are set out below as draft sub-categories in each Category of the STAR *Three* Framework.

LOT 1

Category A – Transport Strategy, Planning and Economic Forecasting Advice

Typical requirements identified by Rail and other Transport Mode clients include but are not limited to:

- General Transport Strategy, Planning and Economic Forecasting Advice
- General Transport Strategy, Planning and Economic Forecasting Research
- Strategic corporate planning and appraisal
- Business case support
- Benefits realisation support
- Control and Investment period advice and analysis
- Strategic planning and research
- Transport market reviews
- High level Rail and other Transport Mode Investment Strategy support
- Macro and micro-economic advice
- Remapping and Devolution studies
- Fare reviews and policy
- Ticketless travel and ticket retailing
- Revenue Protection
- Revenue Forecasting
- Modelling – revenue, fares and demand
- Package-specific bid evaluation support
- Social Value
- Decarbonisation

Category B – Transport Operations and Performance Advice

Typical requirements identified by Rail and Other Transport Mode clients include but are not limited to:

- General Transport Operations and Performance Advice
- Rail and Other Transport Mode Operations and Performance Research
- Operational proposal package

- Operational management
- Timetabling, diagramming, rostering
- Staffing policy/strategy
- Industrial relations/Trade Unions/TUPE/pensions
- Network Rail operational interfaces
- Environment, sustainability and carbon reduction
- Management and business structure
- Operational mobilisation
- Operational safety
- Modal and inter-modal integration, interfaces and connectivity
- Passenger communication
- Passenger connectivity
- Service quality/customer service
- Passenger flow monitoring
- Accessibility
- Package-specific bid evaluation support
- Social Value
- Decarbonisation

Category C – Commercial Advice for Transport

Typical requirements identified by Rail and Other Transport Mode clients include but are not limited to:

- General Commercial Advice for Transport
- Commercial Advice for Transport research
- Commercial risk analysis, adjustment, and profiling
- Model structuring and development
- Revenue and incentivisation commercial advice
- Comparator modelling and associated business case support
- Commercial strategy development, delivery and assurance
- Contract Administration and Contract Management
- Estimating, cost planning, cost data analysis and benchmarking
- Package-specific bid evaluation support

- Business and commercial Model design
- Model analysis and testing of commercial models
- Supply chain mapping
- Commercial due diligence
- Project management commercial advice
- Social value
- Decarbonisation

Category D – Transport Infrastructure and Asset Advice

Typical requirements identified by Rail and Other Transport Mode clients include but are not limited to:

- Transport Infrastructure, Rolling Stock, Critical Equipment and Assets Advice
- Transport Infrastructure, Rolling Stock, Critical Equipment and Assets Research
- Railway and Other Transport Mode asset management
- Transport hub design, layout, logistics, passenger & pedestrian movement and facilities
- Stations - including access, property, parking, mobility and security
- Depots and stabling - strategy and advice
- Signaling and systems - strategy and advice
- Rolling stock - strategy and advice
- Rolling stock - management, acceptance, planning, leasing
- In operation facilities and services
- Technical due diligence
- Rail and other transport mode engineering, feasibility & operating advice
- Power / electrification - strategy and advice
- Telecommunications - strategy and advice
- Package specific bid evaluation support
- Social Value
- Decarbonisation

Category E – Transport Project and Programme Management Advice

Typical requirements identified by Rail and Other Transport Mode clients include but are not limited to:

- General Project and Programme Management Advice
- Project and Programme Management Research

- Programme partner
- Programme management
- Project management
- Project delivery
- Project controls
- Assurance
- Project representative
- Enterprise, programme and project integration management
- Package-specific bid evaluation support
- Social Value
- Decarbonisation

LOT 2

Category F – Rail and Other Transport System Agency Consultants

Typical requirements include but are not limited to:

- Specialist recruitment planning
- Development of specialist recruitment campaigns and strategies
- Sourcing interim personnel
- Sourcing high calibre panel and review team resources

SCHEDULE 6 - POSITION DEFINITIONS FOR CONSULTANT RESOURCES

1. DIRECTOR POSITION

For a partnership, a Partner in the practice; for a limited company, any employee who carries the title “Director” (or “Associate Director” or other similar title) and who is normally chargeable to projects, who has extensive experience in their specialist field in which they are nationally or internationally renowned as an expert.

Responsible for all grades of personnel.

1.1 Typical Education/Qualifications and Experience

- 1.1.1 Hold an undergraduate degree.
- 1.1.2 Hold appropriate professional qualification(s) of a major institution applicable to the discipline of services commissioned to perform.
- 1.1.3 Must have at least fifteen (15) years of relevant work experience including extensive experience of leading or directing major, complex and business critical projects in which they have brought genuine strategic insight.
- 1.1.4 Overall responsibility for project(s) and for management, supervision, control and development of subordinate personnel.
- 1.1.5 Significant management responsibility with strong leadership qualities within the organisation.
- 1.1.6 In-depth knowledge of the public sector and of current policy and political issues affecting it.

1.2 Responsibilities

- 1.2.1 Developing and maintaining client relationships.
- 1.2.2 Manage Package Order delivery.
- 1.2.3 Manage and control personnel efficiently, and in compliance with all relevant statutory instruments, procedures, rules, regulations, standing orders and instructions and the adopted procurement method.
- 1.2.4 Establish, manage and maintain effective communication channels, between the Consultant, Sub-Consultants, and DfT and other Consultants and other bodies as necessary.
- 1.2.5 Ensure that sufficient personnel are assigned for the Package Order and that they are suitably qualified and motivated to perform the duties allocated to them.
- 1.2.6 Oversee all awarded Package Orders and ensure full adherence with the Framework Agreement and Package Order Contract terms.
- 1.2.7 Ensure Consultant compliance with all safety and quality assurance procedures and requirements, including audits.
- 1.2.8 Ensure that all training needs are identified, established, rolled out, monitored and effectively refreshed.

2. SENIOR CONSULTANT POSITION

A person who has extensive experience in their specialist field who reports directly to a Partner or Director.

Responsible for all grades of consultants and support personnel.

2.1 Typical Education /Qualifications and Experience

- 2.1.1 Hold an undergraduate degree.
- 2.1.2 Hold appropriate professional qualification(s) of a major institution applicable to the discipline of services commissioned to perform.
- 2.1.3 Should have at least ten (10) years of relevant work experience including extensive experience working at a senior level within major, complex and business critical projects in which they have brought genuine strategic insight.
- 2.1.4 The ability to demonstrate key involvement in delivering projects of high value and complexity.
- 2.1.5 Should have substantial transport experience and technical skills appropriate to the discipline.
- 2.1.6 Responsibility for awarded Package Orders and for supervision, control and development of junior personnel.
- 2.1.7 Significant management responsibility with strong leadership qualities within the organisation. Permanent employee.
- 2.1.8 Must have significant knowledge of the public sector and of current policy and political issues affecting it

2.2 Responsibilities

- 2.2.1 Deputise for the Partner/Director on all aspects of the project.
- 2.2.2 Be capable of managing and controlling a team(s) of Consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method.
- 2.2.3 Communicate effectively with other members of the project team, other DfT departments and external contractors and bodies where necessary.
- 2.2.4 Ensure that sufficient personnel are assigned for the Package Order and that they are suitably qualified and motivated to perform the duties allocated to them.
- 2.2.5 Supervise, control and develop personnel assigned.
- 2.2.6 Ensure that the team's activities meet the objectives of the Package Order.
- 2.2.7 Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise.
- 2.2.8 Ensure that all appropriate training is rolled out.

3. CONSULTANT POSITION

A person who has significant experience in their specialist field who reports directly to a Senior Consultant.

Responsible for junior consultant / administration personnel.

3.1 Typical Education/Qualifications and Experience

- 3.1.1 Hold an undergraduate degree.
- 3.1.2 Hold appropriate professional qualification(s) of a major institution (or be able to evidence that they have equivalent working experience) applicable to the discipline commissioned to perform.
- 3.1.3 Should have at least 5-10 years of relevant work experience including experience working within major, complex and business critical projects.
- 3.1.4 Should have some transport experience and technical skills appropriate to the discipline.
- 3.1.5 Responsibility for awarded Package Orders and for supervision, control and development of junior personnel. Permanent employee.
- 3.1.6 Must have knowledge of the public sector and of current policy and political issues affecting it.

3.2 Responsibilities

- 3.2.1 Deputise for the Partner / Director / Senior Consultant on all aspects of the project.
- 3.2.2 Assist in the management and control of Consultants to ensure efficiency and compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method.
- 3.2.3 Communicate effectively with other members of a project team, other DfT departments and external contractors and bodies as necessary.
- 3.2.4 Supervise, control and develop personnel assigned.
- 3.2.5 Ensure that own and assigned personnel activities meet the objectives of the Package Order.
- 3.2.6 Comply with all safety and quality assurance requirements and ensure that all team personnel do likewise
- 3.2.7 Ensure that all appropriate training is rolled out.

4. JUNIOR CONSULTANT POSITION

Reporting to Partner/Director, Senior Consultant/Consultant.

Responsible for support personnel.

4.1 Education/Qualifications and Experience

- 4.1.1 Should have at least 1-5 years relevant work experience.
- 4.1.2 Working towards attaining appropriate professional qualifications applicable to the discipline commissioned to perform.

4.1.3 Permanent employee.

4.1.4 They must have knowledge of the public sector and of current policy and political issues affecting it.

4.2 Responsibilities

4.2.1 Assist the Partner/ Director, Senior Consultant/ Consultant where appropriate.

4.2.2 Supervise the support personnel assigned.

4.2.3 Work in compliance and ensure that all assigned personnel comply with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method.

4.2.4 Ensure that own and assigned personnel's activities meet the objectives of the commission.

4.2.5 Comply with all safety and quality assurance requirements and ensure that all assigned personnel do likewise.

4.2.6 Ensure that all appropriate personal training is undertaken.

SCHEDULE 7 - PROPOSAL REQUEST FORM

Framework Request Form Number	[THRE000X]	<i>Guidance Note: Sequential from start of framework</i>
From	[] (Client)	<i>Guidance Note: Specify the full name of the Client.</i>
To	[] (Consultant/Consultant Group Lot Grade/Categories)	<i>Guidance Note: Specify the full name of the Consultant for Direct Award or group of Consultants that will receive the Proposal Request Form by Lot/Grade/Category</i>
Date	[]	
Submitter's Contact details:	Name: [INSERT] Email address: [INSERT] Postal address: [INSERT] Telephone: [INSERT] Fax: [INSERT]	
Deadline for the receipt of Proposals and Withdrawals:	[INSERT]	
Other documents included with this Proposal Request Form	[list]	

1. This is a Proposal Request Form for the provision of Required Services using the Specialist Technical and Commercial Advice for Rail and Other Transport Modes (STAR *Three*) Framework referenced above. This is an enquiry document only and it does not constitute an offer capable of acceptance. This document is an invitation to participate in a Mini Competition Procedure pursuant to Paragraph 3 of Schedule 13 of the Framework Agreement.
2. The Consultant must confirm receipt of this Proposal Request Form within two (2) Working Days.
3. On or before the deadline date set out above for the receipt of Proposals, the Consultant must either:
 - 3.1 confirm that it does not wish to tender in relation to the Required Services (**Withdrawal**); or
 - 3.2 submit a Proposal in respect of the Required Services in the form set out in Paragraph 3.4.2 of Schedule 13 of the Framework.
4. The Consultant's Proposal must be submitted as an offer capable of acceptance by the Client.

5. A Package Order will not be formed unless and until the same has been executed in the format and way prescribed in Paragraph 4 of Schedule 13 of the Framework.

6. PROPOSAL

- 6.1 The Consultant's Proposal must include, as a minimum:

- 6.1.1 a fully priced resource matrix in respect of the Proposal Request Form by inserting the Consultant's proposed rates (including but not limited to daily rates, pricing discounts and/or handling fees, as applicable). These rates shall:

- (a) be the rates used to calculate the Charges of the Package Order (including in respect of any compensation events arising under the Package Order) in the event that the Consultant is awarded the Package Order;
- (b) must be calculated in accordance with the method set out in Schedule 3 (Framework Prices) of the Framework Agreement; and
- (c) in respect of the proposed daily rates for each Position:
 - (i) these must not exceed, but can be lower than, a sum equal to the Maximum Daily Rates, after adjustment equal to the relevant Minimum Pricing Discount, as set out in Schedule 3 of the Framework Agreement; and
 - (ii) in respect of Lot 2 Package Orders, the handling fee element of relevant daily rates must not exceed the Maximum Handling Fee set out in Schedule 3 of this Framework Agreement; and

- 6.1.2 a proposal to the Client using the quotation information provided by the Client, which shall include:

- (a) a detailed project plan aligned with the Services to be provided. The project plan shall be linked in sequence as to when the Services will logically take place in respect of the work items identified in the Package Order. The project plan shall also identify any key milestone dates for the work items to be undertaken under the proposed Package Order;
- (b) a completed Package Order Contract Data Part Two; and
- (c) confirmation that the Consultant's status regarding potential and actual conflicts of interest remains unchanged in line with Clause 33 of this Framework Agreement.

- 6.2 In addition to the requirements set out in Paragraph 6.1 above, the Consultant's Proposal must include the following documents:

- 6.2.1 **[Insert any additional documents required from the Consultant to demonstrate their capability/prices etc]**

7. MINI COMPETITION PROCEDURE

- 7.1 The Client intends to run a Mini Competition Procedure pursuant to Paragraph 3 of Schedule 13 of the Framework.

- 7.2 The Client will apply the Mini Competition Award Criteria to all compliant Proposals received in response to this Proposal Request Form.

- 7.3 The Mini Competition Award Criteria for evaluating the Proposal are:

- 7.3.1 Quality – 65%, made up of the following sub criteria:

[Insert a table of the assessment criteria and their respective weighting – to match the criteria and weightings in Appendix 2]

7.3.2 Social Value – 10%, made up of the following sub criteria:

[Insert a table of the assessment criteria and their respective weighting – to match the criteria and weightings in Appendix 2]

7.3.3 Price – 25%, where the maximum score is awarded to the lowest bid and the remaining bids will be scored on a pro rata basis.

8. DOCUMENTS

- 8.1 Appendix 1 (Scope) of this Proposal Request Form sets out the particulars of the Package Order, including the Client's Scope.
- 8.2 Appendix 2 (Response Guidance) of this Proposal Request Form sets out guidance on how to respond to this Proposal Request Form.
- 8.3 Appendix 3 of this Proposal Request Form is a draft Package Order Contract Data Parts One and Two.
- 8.4 Appendix 4 (Conflict of Interest Declaration) of this Proposal Request Form sets out the guidance on how to complete the Conflict of Interest Declaration Form.

9. AWARD, COSTS AND QUERIES

- 9.1 The Client is under no obligation to award any Package Order as a result of this Proposal Request Form.
- 9.2 The Client shall not be liable for any costs, charges or expenses borne by the Consultant or on the Consultant's behalf whether or not the Consultant is awarded a Package Order (which for the avoidance of doubt includes any costs, charges and expenses arising from or associated with an abortive or cancelled procurement process), save for Charges properly billed under an executed and binding Package Order.
- 9.3 Any queries regarding this Proposal Request Form should be directed to DfT via its Sourcing Portal, and there should not be direct communication with the Client indicated above.

APPENDIX 1 OF SCHEDULE 7

SCOPE [PROJECT TITLE]

CALL-OFF REFERENCE THRE00XX

1 INTRODUCTION

- 1.1 The Client invites proposals for the provision of specialist technical and commercial advice to support its oversight of the [INSERT].
- 1.2 The Client will require the support of technical advisors who are highly capable, with the knowledge and ability to [INSERT] with the clear aim of achieving [INSERT].
- 1.3 This document sets out the Package Order information and the scope of requirements for the technical and commercial advice being sought.

2 THE PROCUREMENT FRAMEWORK

- 2.1 The Consultant will be appointed through the existing STAR *Three* Framework on a call-off basis under the terms of the New Engineering Contract (NEC) 4, using [Option A Fixed Price with activity schedule (or) Option E Time Charge (or) a combination of Option A Fixed Price and Option E Time Charge]. There will be an initial contract period of [two years]. [The Client will then have the sole discretion to appoint the successful Consultant for a third year and then, if required, a fourth year.]
- 2.2 The Client will seek to appoint a Consultant who can demonstrate the best value approach for the provision of an advisory team with the appropriate skills, capability, and experience outlined under the scope of work in Section 4 below. Following the award of this Package Order the Client (via DfT) reserves the right to commission smaller pieces of work based on an Option A fixed price contract (or) Option E Time Charge which will be affected through the Change Control process².
- 2.3 The Client will appoint one Consultant or a Package Order Consortium which will provide the full capabilities and multi-disciplinary skills to deliver this Package Order. The respective Bidders will be required to reflect the role of the technical advisors and their ability to scrutinise and assure the work.
- 2.4 Only Consultants from the specified Lot and Categories are invited to submit a tender OR express interest in receiving Package Order documentation. Any Submission from the Consultant must be a STAR *Three* Consultant across the specified categories. If a joint response or "Package Order consortium response" is submitted by MEDIUM and/or EXPERT Consultants, they must encompass each of the specified Categories.
- 2.5 DfT invites submissions for a competitive tender process from [PRIME, MEDIUM and EXPERT Grade Consultants in LOT [INSERT] across Categories [INSERT] with an emphasis on:

[Edit the Category descriptions below for each Package Order requirement]

² New Engineering Contract (NEC) 4, Option A Fixed Price with an activity schedule (or) Option E Time Charge

LOT 1

Category A – Transport Strategy, Planning and Economic Forecasting Advice

Typical requirements identified by Rail and other Transport Mode clients include but are not limited to:

- General Transport Strategy, Planning and Economic Forecasting Advice
- General Transport Strategy, Planning and Economic Forecasting Research
- Strategic corporate planning and appraisal
- Business case support
- Benefits realisation support
- Control and Investment period advice and analysis
- Strategic planning and research
- Transport market reviews
- High level Rail and other Transport Mode Investment Strategy support
- Macro and micro-economic advice
- Remapping and Devolution studies
- Fare reviews and policy
- Ticketless travel and ticket retailing
- Revenue Protection
- Revenue Forecasting
- Modelling – revenue, fares and demand
- Package-specific bid evaluation support
- Social Value
- Decarbonisation

Category B – Transport Operations and Performance Advice

Typical requirements identified by Rail and Other Transport Mode clients include but are not limited to:

- General Transport Operations and Performance Advice
- Rail and Other Transport Mode Operations and Performance Research
- Operational proposal package
- Operational management

- Timetabling, diagramming, rostering
- Staffing policy/strategy
- Industrial relations/Trade Unions/TUPE/pensions
- Network Rail operational interfaces
- Environment, sustainability and carbon reduction management, and business structure
- Operational mobilisation
- Operational safety
- Modal and inter-modal integration, interfaces and connectivity
- Passenger communication
- Passenger connectivity
- Passenger flow monitoring
- Accessibility
- Package-specific bid evaluation support
- Social Value
- Decarbonisation

Category C – Commercial Advice for Transport

Typical requirements identified by Rail and Other Transport Mode clients include but are not limited to:

- General Commercial Advice for Transport
- Commercial Advice for Transport research
- Commercial risk analysis, adjustment and profiling
- Model structuring and development
- Revenue and incentivisation commercial advice
- Comparator modelling and associated business case support
- Commercial strategy development, delivery and assurance
- Contract Administration and Contract Management
- Estimating, cost planning, cost data analysis and benchmarking
- Package-specific bid evaluation support
- Business and commercial Model design

- Model analysis and testing of commercial models
- Commercial due diligence
- Project management commercial advice
- Social Value
- Decarbonisation

Category D – Transport Infrastructure and Asset Advice

Typical requirements identified by Rail and Other Transport Mode clients include but are not limited to:

- Transport Infrastructure, Rolling Stock, Critical Equipment and Assets Advice
- Transport Infrastructure, Rolling Stock, Critical Equipment and Assets Research
- Railway and Other Transport Mode asset management
- Transport hub design, layout, logistics, passenger & pedestrian movement and facilities
- Stations - including access, property, parking, mobility and security
- Depots and stabling - strategy and advice
- Signaling and systems - strategy and advice
- Rolling stock - strategy and advice
- Rolling stock - management, acceptance, planning, leasing

In operation facilities and services

- Technical due diligence
- Rail and other transport mode engineering, feasibility & operating advice
- Power / electrification - strategy and advice
- Telecommunications - strategy and advice
- Package-specific bid evaluation support
- Social Value
- Decarbonisation

Category E – Transport Project and Programme Management Advice

Typical requirements identified by Rail and Other Transport Mode clients include but are not limited to:

- General Project and Programme Management Advice
- Project and Programme Management Research

- Programme partner
- Programme management
- Project management
- Project delivery
- Project controls
- Assurance
- Project representative
- Enterprise, programme and project integration management
- Package-specific bid evaluation support
- Social value
- Decarbonisation

LOT 2

Category F – Rail and Other Transport System Agency Consultants with an emphasis on:

- Specialist recruitment planning
 - Development of specialist recruitment campaigns and strategies
 - Sourcing interim staff
 - Sourcing high calibre panel and review team resources
- 2.6 The STAR*Three* commitment to Social Value requires Bidders in this mini-competition process to demonstrate how they will support the STAR*Three* Framework and Government objectives relating to the use of SMEs to develop diverse supply chains.
- 2.7 DfT is committed to meeting the Cabinet Office target of 33% of Government spend going to small and medium sized enterprises (SMEs). DfT wishes to go further, as set out in Schedule 12 section 3 of the Framework Agreement and intends that 40% of the value of Package Orders is to be undertaken by SMEs. DfT particularly encourages the use by Bidders of STAR*Three* Framework Consultant SMEs (i.e. SMEs that are appointed in their own right to the STAR*Three* framework). Bids received will need to show how SMEs, especially those STAR*Three* Framework Consultant SMEs, will assist in the delivery of the Required Services.
- 2.8 DfT therefore requires bids to be accompanied by a detailed breakdown separated into anticipated percentages for STAR*Three* Framework Consultant SMEs, and those in the Bidder's own supply chains, showing how PRIME and MEDIUM Grade Consultants will achieve the delivery of DfT's objectives relating to the use of SMEs. Bidders are to note that this is scored as set out in Appendix 2 Response Guidance.
- 3 BACKGROUND TO THE DfT**
- 3.1 "The Department for Transport, acting on behalf of the Secretary of State for Transport, works with its agencies and partners to support the transport network that helps the UK's businesses and get people and goods travelling around the country and plans and invests in transport infrastructure to keep the UK on the move".

3.2 The key elements to this contract are:

3.3 [INSERT]

4 BACKGROUND TO THE CLIENT

4.1 The [xxxx] team at [Organisation] is commissioning and will contract manage this Package Order. The team is part of [xxxx], inside the [xxxx] Director General lead area.

4.2 [INSERT]

4.3 [INSERT confirmation of whether the Management Charge is payable by the Consultant to DfT in respect of this Package Order for which DfT is not the Client, being an amount calculated pursuant to Schedule 21 of the Framework Agreement]

5 THE SCOPE OF WORK FOR THE TECHNICAL ADVISORS

5.1 The Client requires specialist technical and commercial advisors that have a deep knowledge of industry best practice. They will also need an understanding of emerging future innovations that could be implemented across the entire rail network to make tangible improvements to the passenger experience over the coming years.

5.2 The technical advisors will need to be able to provide a robust evaluation of the work of [INSERT]. Technical advisors will vary in terms of volume and type of activity during the course of the contract. However, the projected workload will become clearer with time, and, at this stage, the Client has budgeted up to [£insert budget figure] (excluding VAT).

5.3 As part of this specification, Bidders will be required to demonstrate how they would manage peaks and troughs in volumes of work, defining the way in which technical resources could be mobilised and de-mobilised at short notice as necessary and will be required to produce a project close out report setting out knowledge transfer to the [DfT] [Client] and lessons learned. Potential areas of work required are set out below.

5.4 [INSERT SCOPE DETAILS]

6 UK GENERAL DATA PROTECTION REGULATION

6.1 The successful Bidder under this mini competition will be accountable for data protection ensuring the rights of individuals to personal information is collected and processed and is compliant at all times with the UK General Data Protection Regulation (GDPR).

7 KEY SKILLS AND EXPERIENCE

7.1 It is essential that the successful Bidder to which the contract is awarded has the resource with the desired skills and experience for this project. Bidders will need to demonstrate how they meet the key following skills and experience:

- [INSERT]

- [the ability to work collaboratively with other advisors and key stakeholders].

7.2 Bidders will need to demonstrate that they have, within their team, the ability to quickly mobilise a group of experts on different areas across requirements as stated under Section 5 above, as well as de-mobilise during periods of downtime to efficiently manage resources as required.

8 SERVICE LEVELS AND PERFORMANCE

- 8.1 Following an evaluation of the Bidders' submissions for quality and pricing, the team leads will initiate an Inception Meeting with the successful Consultant and their proposed advisory team to agree the initial scope of work and associated milestones.
- 8.2 The Consultant will be required to:
- provide, at all times, the appropriate level of skills, resource and advice throughout the life of the work, bringing well-reasoned commercial acumen, noting that it is envisaged that the key skills and experience required for the services will typically be found in Senior Consultant level resources with some activities requiring support from Director resources (in line with the *STARThree* Framework Agreement Schedule 6; Position Definitions);
 - work flexibly and collaboratively with the project team and the key stakeholders, ensuring they can adopt and maintain a partnership approach;
 - provide quality assured reports reflecting the requirements outlined in this document, present their findings and attend meetings as necessary; and
 - raise and escalate significant or unresolved risks and issues to the appropriate level of authority within the [Consultant], up to and including Partners or Directors, and raise such risks and issues directly with the Service Manager.

9 CONTRACT MANAGEMENT AND ADVISOR PERFORMANCE MONITORING

Reporting

- 9.1 Following award of the Package Order the Service Manager will arrange an Inception Meeting with the Consultant(s) to ensure an efficient mobilisation. The parties will discuss and agree the content of the Contract Management Project Summary (Schedule 16 of the Framework Agreement) which will include the key resources' contact details, a summary of what the contract is expected to deliver and the completion requirements, the project plan, sequence of activities, resourcing profile, location of delivery, meeting timings etc., using the Consultant's bid proposal as a key point of reference. Thereafter the Contract Management Project Summary should be updated each time a Variation or contract extension is agreed and for any changes to expected deliverables or completion dates.
- 9.2 In line with the terms of the *STARThree* Framework Agreement, the Consultant shall provide the Service Manager with regular monthly update reports (Schedule 11) on the progress of the work, a monthly KPI Contract Scorecard (see Schedule 9 of the Framework Agreement) and a monthly Application for Payment (Schedule 10 of the Framework Agreement). A copy of the Schedule 9, 10, and 11 for the *STARThree* Framework Agreement will be found on the Sourcing Portal.
- 9.3 As a minimum the monthly update reports, will cover the following areas:
- a list of dependencies that the Consultant believes should be taken into account, but have not been identified in the product/service specifications and the proposed ownership;
 - progress on agreed tasks;
 - preparation for future tasks (to be agreed with the Service Manager);
 - forecast completion dates for phase activities;
 - risks and issues impacting progress;
 - task implementation plan; and
 - the SME fee spend on a 'value of work done' basis.

- 9.4 Financial/budget management updates will provide;
- breakdown of spend against work products, including any project management costs;
 - forecast spend (based on analysis of the overall actual and forecast and spend per month) breakdown against the project/activity; and
 - a comparison between forecast spend and any agreed budget

Quality Assurance

- 9.5 Effective and high standard quality assurance is a fundamental requirement for all work carried out by the successful Consultant. The successful Consultant must include details of the quality assurance process they propose and, with reference to the deliverables, examples of any specific document formats that they expect to use.
- 9.6 The quality of the advisor's activities following award will be measured using a Contract Scorecard against a range of Key Performance Indicators (KPI) in line with Part 2, Schedule 9 of the STARThree Framework Agreement, which will then be included in an online version of the Contract Scorecard for the Consultant to complete each month.
- 9.7 The Consultant will submit their self-assessment of their performance against the measures set out in the Contract Scorecard to the Service Manager for validation. This will be in advance of the contract meeting set out in Clause 7 of the Form of Agreement at the front of the Package Order agreement.
- 9.8 On a monthly basis, the Service Manager will assess the Consultant's performance and also provide a KPI return to the DfT Framework Manager.
- 9.9 In addition, upon commencement of the work, the successful Consultant should compile a risk register and review this with the Service Manager at agreed intervals.

Change Control

- 9.10 Once agreed, any proposed changes in scope of work will need to be approved by the Service Manager and work stream lead before the work is commenced. Proposals should be submitted in the form of a Change Request Form (see **Annex A**).

Financial Payment

- 9.11 The fees will be based on a **[Fixed Price or Time Charge / day rate]** basis.
- 9.12 The Client requires there to be a clear line of sight from progress reporting through to timesheet reporting. Timesheets, broken down to weekly bookings against work stream and sub-projects per individual, must be issued to the project team for approval monthly. Once timesheets have been approved, invoices will be paid within ten (10) Working Days of submission. All invoices should include the purchase order number provided by the Client at the Package Order commencement.
- 9.13 After timesheet approval the Consultant may submit their invoice to **[the Shared Service Centre at SSa.invoice@sharedservicesarvato.co.uk, or**
- DfT Shared Services Arvato**
- Accounts Payable Team**
- 5 Sandringham Park**
- Swansea Vale**

Swansea

SA7 0EA.

9.14 or as otherwise notified] for payment.

10 CALL-OFF TIMETABLE

10.1 The timetable for this mini-competition is set out below. This timetable may be changed by the Client at any time. Bidders will be informed via Jaggaer if changes to this timetable are necessary.

Date	Activity
[INSERT]	PIN/NDA & Expressions of Interest (Eoi)
	Client issues Proposal Request Form
2 Working Days after issue of the Proposal Request Form	Consultant to confirm receipt
[] or if no date provided 10 Working Days of receipt	Submission of Proposal or notice of Withdrawal
	Client to notify Consultant of outcome of the evaluation process.
[INSERT]	Package Order entered into
[INSERT]	Anticipated Package Order commencement date
[INSERT]	Project mobilisation

11 LOCATION

11.1 [The DfT team are based at Great Minster House, 33 Horseferry Road, London, SW1P 4DR in central London. The Client team are based at [insert]. It is expected that the successful Consultant will deliver most of its work [INSERT and delete as appropriate] [remotely / from a combination of [DfT's] [Client's] offices and the Consultant's own premises. It is anticipated that regular travel to [DfT's] [Client's] and the Consultant's offices will be required. On occasion travel to [INSERT] and other stakeholder offices such as Network Rail and HS2 Ltd may be needed.]

12 SECURITY REQUIREMENTS

12.1 Bidders are to note that, in line with Clause 19.7 of the Framework Agreement, the Consultant will be required to ensure that all the personnel that are provided, and who are required to attend the DfT [and/or Client] premises, will comply with DfT's Baseline Personnel Security Standard (BPSS) <https://www.gov.uk/government/publications/security-policy-framework>.

13 CONFLICTS OF INTEREST AND CONFIDENTIALITY

13.1 The management of potential conflicts of interest is very important for this contract. Consultants will need to demonstrate and commit to managing the following potential conflicts and how they would be mitigated should they arise:

- any provision of separate support by the Consultant to [INSERT]. This Package Order will involve dealings with [INSERT] and DfT [and/or the Client] would not normally endorse the same Consultant working on both sides of a project. Therefore, the Consultant will have to demonstrate that any potential conflict would not be detrimental to the DfT [and/or the Client]; and
- any personal conflicts of interest, or potential conflicts of interest, of any staff working on this contract. This would extend to any personal business interests or relationships that could be perceived to conflict with working on the contract for the Client.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 The DfT [and/or the Client] will have ownership of any analysis, including supporting data sets and spreadsheets, that are produced under this contract. Any outputs produced under this contract may be made publicly available and it is expected that DfT or the Client will publish analysis produced under this contract where appropriate.

15 GLOSSARY

Expression or Acronym	Definition

Annex A – Change Request Form

Change in requirements for Services

Change Title:
Change Requested:
<i>Please detail changes to the scope of the services required – e.g. remodelling based on changes in policy, new reports required, etc.</i>
Timescale Implications of Change in Requirements:
<i>Will this extend the period of time for which the services of the advisors will be required? What will these new timescales be?</i>
Cost Implications of Change in Requirements:
<i>Please state original cost of work, and provide a breakdown estimating additional costs which would be incurred from the change in scope.</i>
Other Implications of Change in Requirements:
<i>Please detail any effect this would have on the project, or knock-on effect on other projects and any specific dependencies arising as a result of this change control.</i>
Implications of Not Changing Requirements on Project
<i>Please detail the effect on the Project if the scope is not changed.</i>
Authorisation:
<i>Please list names of those who have requested the change in scope.</i> Name: Role: Date: Name: Role: Date: Form completed by [name] Decision: Accept/Reject

APPENDIX 2 OF SCHEDULE 7

Response Guidance

PROJECT TITLE [PROJECT TITLE]

CALL-OFF REFERENCE: THREE[000X]

1. INTRODUCTION

- 1.1 This Appendix 2 sets out the questions that will be evaluated as part of this Package Order procurement.
- 1.2 The following information has been provided in relation to each question (where applicable):
 - 1.2.1 Weighting – highlights the relative importance of the question
 - 1.2.2 Guidance – sets out information for the Bidder to consider when preparing a response
 - 1.2.3 Marking Scheme – details the marks available to evaluators during evaluation.

2. DOCUMENT COMPLETION

- 2.1 You **must** provide a response to every question in your Proposal.
- 2.2 You **must not** submit any additional information with your Proposal other than that specifically requested in Appendix 1 – Scope and/or Appendix 2 – Response Guidance and/or Appendix 3 - Package Order Contract Data Part Two and/or Appendix 4 Conflicts of Interest Declaration.
- 2.3 Failure to follow these instructions, or the submission of an incomplete Proposal, or any attempt to qualify your Proposal such as by proposing amendments to any of the contractual documents referred to in the Proposal Request Form, will mean that your Proposal is non-compliant. The DfT reserves the right to disqualify all non-compliant Proposals.
- 2.4 If you have any queries, you must submit these via the messaging facility in the DfT Sourcing Portal. In no circumstances must you have any direct contact with any DfT official other than through this portal, nor any contact with any official from the Client, nor with any consultant engaged by either DfT or the Client. The following principles apply to such queries:
 - 2.4.1 Bidders may raise Clarification Questions (CQs) or Confidential Clarification Questions (CCQs) or seek clarification regarding any aspect of this procurement at any time within the Tender clarification period. Questions must be submitted using the messaging facility provided within the DfT Sourcing Portal.
 - 2.4.2 Bidders are to note that they can only ask one question per CQ/CCQ. Failure to do this may result in delays as your CQ/CCQ will be rejected and you will be asked to resubmit questions on individual CQs/CCQs.
 - 2.4.3 Bidders are to note that the terms of the Package Order are non-negotiable. DfT will not enter into exclusive discussions with Bidders.
 - 2.4.4 To ensure that all Bidders have equal access to information regarding this Procurement, DfT will publish all its responses to questions raised by Bidders subject to 2.4.6 below. If the Bidder is content for the response to be published to all Bidders, then the CQ can be raised by selecting the non-confidential designation from the drop-down menu in the DfT

Sourcing Portal. All responses to Bidders' questions will be published by DfT on the DfT Sourcing Portal.

- 2.4.5 Responses to questions will not identify the originator of the question and will be answered in batches, rather than one at a time, with updates appearing at regular (approximately three (3) Working Days or more frequently) intervals. Bidders should check the DfT Sourcing Portal daily for updates. DfT will endeavour to publish responses to all questions outstanding at the end of the clarification period, within four (4) Working Days of the tender clarifications deadline specified in the Proposal Request Form.
- 2.4.6 If a Bidder wishes to ask a Confidential Clarification Question or seek clarification without DfT revealing the question and the answer on the DfT Sourcing Portal, then the Bidder should select the Confidential designation from the drop-down menu in the DfT Sourcing Portal and must provide its justification for withholding the question and any response in the body of the question. If DfT does not consider that there is sufficient justification for withholding the question and the corresponding response, DfT will invite the Bidder to decide whether:
- (a) The question/clarification and the response should in fact be published; or
 - (b) It wishes to withdraw the question/clarification.
- 2.4.7 Bidders are responsible for regularly monitoring the DfT Sourcing Portal and the 'Questions and Answers' document in particular, for any responses to questions, general clarifications or other information issued by DfT. Answers to such questions may contain important information that may affect how Bidders complete their Tender.
- 2.5 During the tender evaluation process DfT may ask DfT Questions of Bidders where it requires further clarification. Bidders will be expected to respond to these fully within three (3) Working Days but in certain circumstances a shorter period for response may be requested by DfT particularly where delay would cause a critical path impact to the evaluation process.

3. RESPONSE GUIDANCE

1 COMPANY INFORMATION – Consultant to restate information, explaining any changes from when they were appointed to the Framework	
1.1	Please state your full company name.
1.2	Please state your registered office address.
1.3	Please state your company or charity registration number, D.U.N.S. number and VAT registration number.
1.4	Please state whether your company is a SME.
1.5	Please state whether your company is a voluntary, community or social enterprise organisation.
1.6	Please state the name of your immediate parent company.

2 PROPOSAL CONTACT	
2.1	Please state the contact's name and position.

2.2	Please state the contact's address, Postcode and Country.
2.3	Please state the contact's telephone number.
2.4	Please state the contact's mobile number.
2.5	Please state the contact's e-mail address.

3 MANDATORY REQUIREMENTS		Pass/Fail
<p>Please Note: The following questions 3.1 and 3.2 require a Yes/No response for each and are each a Pass / Fail question, therefore if a Bidder cannot or is unwilling to answer 'Yes', its Proposal will be deemed non-compliant, and it will not be considered further for this requirement.</p>		
3.1	Do you agree, without caveats or limitations, that in the event that you are successful that DfT's Terms and Conditions for a Package Order (NEC4 PSC as amended) under the Specialist Technical and Commercial Advice for Rail and Other Transport Modes (STARThree) Framework [Category/Categories [INSERT]] will govern the provision of this contract?	
3.2	Do you confirm that all personnel you intend to supply for the purpose of carrying out the scope of this Package Order who will have regular access to or will be based at [DfT's premises OR Client premises] will be compliant with the Baseline Personnel Security Standard (BPSS)?	

4 CONFLICT OF INTEREST		Pass/Fail
<p>Please Note: Question 4.1 is a Yes/No question and will dictate whether or not the following question needs to be answered.</p> <p>Questions 4.2 and 4.3 are Pass / Fail questions, therefore if a Bidder cannot or is unwilling to suitably demonstrate that it has suitable safeguards to mitigate any risk then its Proposal will be deemed non-compliant and it will not be considered further for this requirement</p>		
4.1	Please confirm whether you have any potential, actual or perceived conflicts of interest (COI) that may be relevant to this requirement. Your response should be submitted by completing the enclosed Appendix 4 Conflict of Interest Declaration.	
4.2	<p>Any actual, potential, or perceived COIs in respect of this requirement should be identified in the Proposal. Where there is deemed to be a COI, you must include a proposed compliance regime in your Proposal to mitigate any risks during the delivery of these services. As a minimum, this must include:</p> <ul style="list-style-type: none"> a) Manner of operation and management; b) Roles and responsibilities; c) Standards for integrity and fair dealing; d) Levels of access to and protection of competitor's sensitive information and Government Furnished Information; e) Confidentiality / non-disclosure agreements; 	

	<p>f) [DfT's AND/OR the Client's] right to audit; and</p> <p>g) Physical and managerial separation.</p> <p>Please note: The Proposal will be deemed non-compliant if the Bidder cannot reasonably demonstrate the application of suitable safeguards to mitigate any COI risk to the complete satisfaction of DfT.</p>
4.3	Notwithstanding the COI question at 4.2 above, do you agree to notify DfT immediately of any COI that arises at any point prior to the issue of Letter of Appointment that has not already been disclosed in the Proposal?

5	QUALITY AND SOCIAL VALUE	Weighting 75%
Guidance: (Note this may be amended by the Client to be specific to each Package Order Request but not the weighting of the evaluation criteria 65% Quality and 10% Social Value)		
<ul style="list-style-type: none"> Bidders should submit their responses as PDF Documents. The marking scheme is as follows: <ul style="list-style-type: none"> Each question is marked out of 100. A weighting is then applied for each question These are then added together (the maximum score for the quality and social value section is 75). The total page limit for this whole section 5 (Quality and Social Value) is [twelve sides of A4] which includes any introductory letters, cover pages, section dividers, blank pages or parts thereof, table, diagram, embedded document or image submitted as part of the response (excluding CVs, Biographies and competency statements as required). All responses should be made in Arial, font size 11. Bidders are to submit CVs, Biographies and competency statements as a separate appendix to the Section 5 Quality submission. Bidders to note any changes to the proposed resources during the term of the Package Order must be approved by the Service Manager and work stream lead in accordance with the Change Control process in 9.10 of the Scope. Bidders are encouraged not to simply repeat the requirement set out in Appendix 1, but to summarise their understanding of what is required. If the total page limit in the response is exceeded, DfT will only evaluate the response up to the maximum page limit (i.e. everything beyond the maximum page limit will not be considered by evaluators). The minimum final quality threshold pass mark is 37 (50% of 75). Each question response must be self-contained and are not permitted to be cross-referenced any other response. Any cross-referenced material will not be evaluated. <p>(Note: If any part of this requirement is to be undertaken by Sub-Consultants, full details of the Sub-Consultant(s) and the areas that they will undertake must be provided and <u>clearly highlighted</u>).</p> <p>The Bidder should submit all quality information in a separate document (i.e. separate to the price element of the response).</p> <p>The quality evaluation process will be carried out in three stages as follows:</p> <p>Stage 1 – Initial Quality evaluation (mandatory).</p> <ul style="list-style-type: none"> The Quality proposals for each Bidder will be independently evaluated. 		

- A consensus meeting will be held to determine the Stage 1 quality score for each Bidder.
- The four highest scoring Bidders will be invited to attend an interview (if applicable).

Stage 2 – Interviews (optional)

- Interviews will usually be held remotely via Microsoft Teams by invitation.
- Interviews will be approximately 30 minutes in length.
- Bidders will be interviewed on their appropriateness for the role with reference to their CVs and bios with particular onus being placed on the Key Skills and Experience set out in Appendix 1.
- Interviews are not separately scored.

Stage 3 – Final Quality evaluation (only where interviews have taken place)

- Further to the Stage 2 interviews, the independent evaluators will carry out a final quality evaluation, reviewing information from the interviews to determine final quality scores.
- A consensus meeting will be held to determine the final quality score for each Bidder.

***Marking Scheme:**

The following marking scheme will be used to assess the response provided to the quality questions in Section 5 below :

100	<p>An outstanding response that is:</p> <ul style="list-style-type: none"> • comprehensive and addresses all the requirements; and • provides excellent confidence in the Bidder's approach; and ▪ excellent confidence in their consequential overall ability to deliver the Required Services.
80	<p>A very good response that is</p> <ul style="list-style-type: none"> • of high quality and addresses nearly all the requirements; and • provides very good confidence in the Bidder's approach; and • very good confidence in their consequential overall ability to deliver the Required Services.
60	<p>Acceptable response that:</p> <ul style="list-style-type: none"> • satisfactorily addresses most of the requirements; and • provides good confidence overall in the Bidder's approach; and • good confidence in their consequential ability to deliver the Required Services.

40	Mostly acceptable response that: <ul style="list-style-type: none">addresses most of the requirements with some omissions; andincludes some minor weaknesses/concerns overall in the Bidder's approach; andincludes some minor weaknesses/concerns overall in their consequential ability to deliver the Required Services.		
20	Unacceptable response that: <ul style="list-style-type: none">includes some material concerns overall in the Bidder's approach; andincludes some material concerns in their consequential ability to deliver the Required Services.		
0	No response or a fundamentally unacceptable response which provides little to no confidence in the Bidder's approach or overall ability to deliver the Required Services.		
Bidders will be assessed against the following criteria			
Individual Clients may amend the Weightings for each criterion up or down, with the exception of Social Value (where a minimum of 10% Weighting is required (it may be increased))		Max Score	Weighting %
5.1	Relevant Knowledge and Understanding <p>In line with the requirements set out in Appendix 1 Schedule 7 - Scope, Bidders are requested to demonstrate their knowledge, expertise and capabilities in the following [examples];</p> <ul style="list-style-type: none">[GB rail geography, including Train Operating Companies and regional level network knowledge]Design Standards for Accessible Railway Stations and the impact it has on the rail industry. Accessibility and how these factors can impact on a person's ability to independently use a railway stationData collection, analysis and presentation to a wide variety of audiencesKnowledge of working with online tools to display information to the general public]	100	[25]
5.2	Relevant Expertise <p>Bidders are to provide:</p> <ul style="list-style-type: none">A CV for each resource proposed (each to be of no more than two sides of A4 paper, Font Arial 11) summarising the experience of each member of staff it intends to commit to this project. Note that all resources are to be UK-based.	100	[10]

	<ul style="list-style-type: none"> A specialist biography (of no more than one page of A4 paper, Font Arial 11) for each resource demonstrating their knowledge, skills and expertise in line with Sections 5 and 7 of Appendix 1. A resource plan of its proposed team, with a clear breakdown of resources, positions and estimated days against the scope of each of the requirements. 		
5.3	<p>Resource and Project Plan</p> <p>Noting DfT's estimated composition of the Advisory team set out in TABLES 1A and 1B Section 6 of the Response Guidance, where Bidders propose a materially different team composition they are to include in their response details of what value-added benefits will be gained and how their approach will be delivered within the stated budget.</p> <p>Bidders are requested to outline their approach to resourcing and achieving the deliverables of the project including the following:</p> <ul style="list-style-type: none"> a comprehensive resource plan, including an organisational chart of their proposed advisory team, with a clear breakdown of resources, grades and estimated days against the scope of the requirements; details of how they propose to ensure the project is completed to the required standard within the available timescales; and an indicative project plan 	100	[10]
5.4	<p>Approach</p> <p>Bidders are required to set out their approach to [examples];</p> <ul style="list-style-type: none"> working with stakeholders that liaise directly with the Department, such as the Disabled Person Transport Advisory Committee; engaging with Train Operating Companies and work with them to gather and produce necessary data; ensuring resilience of resources to maintain punctuality, availability and depth of experienced personnel, to guarantee continuity; their strategy to assign suitably qualified individuals to deliver the Stations audit- requiring a large level of travelling and appropriate training; and produce project close out report setting out knowledge transfer and lessons learned. 	100	[10]
5.5	<p>Quality Assurance</p> <p>Bidders are requested to outline their approach to the Quality Assurance requirements set out in Appendix 1. This should include what type of checks will be carried out and by whom.</p> <p>Bidders must provide a clear plan outlining how they intend to maintain high standards throughout the project, especially:</p> <ul style="list-style-type: none"> details of their organisation's Quality Assurance process; 	100	[10]

	<ul style="list-style-type: none">• how their organisation will manage the requirement as outlined in Appendix 1 in order to meet the set milestones;• how they will manage the Quality Assurance process;• how they will inform the Client of any issues (Bidders should note the requirements for a weekly call to discuss project progress which will allow the Consultant to raise issues with the DfT);• what they perceive to be the main risks to this project and detail how they will mitigate against them throughout the project.																										
5.6	<p>Social Value - Involvement of SMEs</p> <p>The STAR<i>Three</i> commitment to Social Value requires Bidders to demonstrate how they will support the STAR<i>Three</i> Framework and government objectives relating to the use of SMEs to develop diverse supply chains. The minimum evaluation weighting of 10% for this question is a mandatory requirement.</p> <p>In line with Section 3 of Schedule 12 of the Framework Agreement, DfT requires the Proposal to provide details, and a forecasted breakdown of how the Bidder will meet the DfT objective target of 40% of the Package Order value being delivered by SMEs.</p> <p>This breakdown should be separated into anticipated percentages for STAR<i>Three</i> Framework Consultant SMEs (i.e. SMEs that are appointed in their own right to the STAR<i>Three</i> Framework), and SMEs in the Bidder's own supply chains.</p> <table><tr><th colspan="3">The scoring methodology for evaluating SME involvement is detailed below: Evaluation of SME involvement</th></tr><tr><th>Score</th><th>Involvement (by value of the Package Order) of STAR<i>Three</i> Consultant SMEs</th><th>Involvement (by value of the Package Order) of SMEs sourced from internal Supply Chains</th></tr><tr><td>100</td><td>40% or more</td><td>n/a</td></tr><tr><td>80</td><td>30% - 39%</td><td>40% or more</td></tr><tr><td>60</td><td>20% - 29%</td><td>30% - 39%</td></tr><tr><td>40</td><td>10% - 19%</td><td>20% - 29%</td></tr><tr><td>20</td><td>1% - 9%</td><td>1% - 19%</td></tr><tr><td>0</td><td colspan="2">0% or no evidence provided</td></tr></table> <p>"SME" means Small and Medium-sized Enterprise that employs fewer than 250 persons in line with the EU definition³</p> <p>Scoring for SME participation will be based on the total percentage value of the Package Order being delivered by a STAR<i>Three</i> Framework Consultant SME</p>	The scoring methodology for evaluating SME involvement is detailed below: Evaluation of SME involvement			Score	Involvement (by value of the Package Order) of STAR <i>Three</i> Consultant SMEs	Involvement (by value of the Package Order) of SMEs sourced from internal Supply Chains	100	40% or more	n/a	80	30% - 39%	40% or more	60	20% - 29%	30% - 39%	40	10% - 19%	20% - 29%	20	1% - 9%	1% - 19%	0	0% or no evidence provided		100	10
The scoring methodology for evaluating SME involvement is detailed below: Evaluation of SME involvement																											
Score	Involvement (by value of the Package Order) of STAR <i>Three</i> Consultant SMEs	Involvement (by value of the Package Order) of SMEs sourced from internal Supply Chains																									
100	40% or more	n/a																									
80	30% - 39%	40% or more																									
60	20% - 29%	30% - 39%																									
40	10% - 19%	20% - 29%																									
20	1% - 9%	1% - 19%																									
0	0% or no evidence provided																										

³ See EU definition of SME
https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

	<p>and internal supply chain SME. Where there is any internal supply chain SME involvement, the right hand column (Involvement (by value) of SMEs sourced from internal supply chains) should be added to the total percentage delivered by a <i>STARThree</i> Framework Consultant SME to generate a score. The exception is where there is 40% or more involvement by <i>STARThree</i> Framework Consultant SME, where the left hand column applies and a score of 100 is generated.</p> <p>Example 1: if a Bidder proposes 40% involvement by value of <i>STARThree</i> SMEs, and 25% internal supply chain SMEs, the submission would score 100 for achieving 40% or more involvement of <i>STARThree</i> SMEs.</p> <p>Example 2: if a Bidder submitted 100% of SMEs sourced from internal supply chains the submission would score 80 (as the score of 100 is only achievable if 40% or more involvement of <i>STARThree</i> SMEs is proposed).</p> <p>Example 3: if a Bidder proposes 31% involvement by value of <i>STARThree</i> SMEs and 12% internal supply chain SMEs the submission would score 80, reflecting that the cumulative total of SME involvement is 43%.</p> <p>Example 4: if a Bidder proposes 25% involvement by value of <i>STARThree</i> SMEs, and 25% internal supply chain SMEs, the submission would score 80, reflecting that the cumulative total of SME involvement is 50%.</p> <p>Example 5: if a Bidder proposes 10% involvement by <i>STARThree</i> SMEs, and 21% internal supply chain SMEs, the submission would score 60, reflecting that the cumulative total of SME involvement is 31%.</p> <p>The DfT contract management team will monitor project progress to ensure that SME undertakings in the successful proposals are delivered.</p>		
			Total 75%

6a	PRICE - OPTION A FIXED PRICE	Weighting 25%
Guidance:		
Response: <p>Bidders are to prepare their pricing proposal using TABLE 1.</p> <p>Prices should be submitted in Pound Sterling inclusive of expenses but exclusive of VAT.</p> <p>Submission instruction: Bidders should submit all pricing information in a separate document (i.e., separate from the Quality element of the written response). However, it is very important that Bidders ensure that price submissions are consistent with the Resource Plan requested under question 5.3 of the Quality element, and checking this will be built into the verification process for the Bids. DfT reserves the right to raise clarifications on this following submission of Proposals.</p> <p>Following award of the Package Order any changes to the specified resources submitted in the Resource Plan must be approved by the Service Manager and work stream lead in accordance with the Change Control process in 9.10 of the Scope.</p>		
Pricing of Proposal and Evaluation		
<p>The Price evaluation will be carried out on the following basis.</p> <p>The total fixed price for both phases be evaluated against other comparable bids as set out in the 'Marking Scheme' below based on the Bidder's TABLE 1 entries. The maximum price score per submission is 25%. Price scores will then be combined with the respective quality scores to create an overall score.</p> <p>Please complete TABLE 1 with the fixed price of each project phase.</p> <p>The Bidder with the lowest Total Fixed Price (Total Column F) based on their TABLE 1 submission below, will be given the maximum score of 25. All other Bidders will be scored proportionately as below:</p> <p><u>Lowest Total Fixed Price (Total Column F) x 25 % = Bidder Total Fixed Price Score</u></p> <p>Bidder Total Fixed Price</p> <p>TABLE 1 entries will be included in the successful Bidder's Package Order.</p>		
Marking Scheme (Price and Quality combined)		
<ul style="list-style-type: none"> The overall evaluated quality score (weighted by 65% Quality plus 10% Social Value = 75%) will be added to the price score (weighted by 25%) to identify the highest scoring Bidder who will then be appointed 		

TABLE 1 – Fixed Price

Note for consortium bids and those using Sub-Consultants:

- Consultants are permitted to respond to Package Order Requests in their own right or as a Package Order Consortium.
- A Package Order Consortium response to a Package Order Request may be made by a consortium of Consultants in conjunction with each other where one of the Consultants acts as a Lead Consultant on behalf of the entire bidding consortium and all the other consortium members

are on the Framework in their own right for the relevant Grade and Category. The Lead Consultant will be required to respond to the Package Order Request, ensuring that all consortium Consultants only offer their services in their own right for those Lots and Categories that they have been appointed to under the STAR *Three* Framework, noting they are at liberty to provide services as sub-consultant to other appointed Consultants within those Categories that they have not themselves been appointed to, as a Sub-Consultant (see paragraph 3). However, where a Consortium Member is part of the consortium and not a Sub-Consultant, its own Maximum Daily Rates apply even if higher than that of the Lead Consultant.

6. In cases where a Consultant acts as a sub-consultant for the provision of Services forming part of a Category to which that Consultant has not been appointed, the Maximum Daily Rate applicable for the Consultant acting as a sub-consultant shall be the lower of the following:
 - 6.1 the Maximum Daily Rate of the Lead Consultant for that Category; and
 - 6.2 the Sub-Consultant's Maximum Daily Rate for the relevant Position in the Sub-Consultant's own appointed Category.
7. For use of Sub-Consultants who are not appointed to the Framework at all, the Maximum Daily Rate of the Consultant to whom that Sub-Consultant is sub-contracted will apply.
8. The Lead Consultant's Minimum Pricing Discounts as set out in Schedule 3 of the Framework Agreement entered into by the Lead Consultant and DfT will be applicable to all consortium members' Maximum Daily Rates for all of the consortium members' total aggregate number of Resource Days, regardless of the individual Consultant's proposed involvement in delivering the requirements.

TABLE 1 – NEC PRICING OPTION A (fixed price)

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F
DELIVERABLE	POSITION (in line with Schedule 6, Position Definitions for Consultant Resources of the STARThree Framework Agreement)	RESOURCE/NAMES	BID RATE CARD <i>(not to exceed relevant Maximum Daily Rate Card as set out in Schedule 3 of the STARThree Framework Agreement and applying a discount which is equal to or higher than the Minimum Pricing Discounts set out in Schedule 3 of the STARThree Framework Agreement)</i>	TOTAL DAYS	DELIVERABLE FIXED COST
STAGE 1	Director				
	Senior Consultant				
	Consultant				
	Junior Consultant				
STAGE 2	Director				
	Senior Consultant				
	Consultant				
	Junior Consultant				
STAGE 3	Director				
	Senior Consultant				

	Consultant				
	Junior Consultant				
STAGE 4	Director				
	Senior Consultant				
	Consultant				
	Junior Consultant				
					TOTAL FIXED PRICE =

6b	PRICE – OPTION E TIME CHARGE	Weighting 25%
Guidance:		
<p>Bidders are to prepare their pricing proposal using TABLE 1A or TABLE 1B Bidders' Daily rates for proposed Consultant Resources which must be in line with the Maximum Daily Rate Card and the Minimum Pricing Discounts (as set out in Schedule 3 of the STAR <i>Three</i> Framework Agreement) that may apply. See below for instruction on consortia</p> <p>Table 1A or TABLE 1B will provide the rate card to be included in the Package Order if the Bidder is successful. The weightings applied to each Position in Column B reflect the likelihood that the key skills and experience that Consultant Resources carrying out the two work stream activities will typically be found in Senior Consultant resource level with support from Director, Consultant, and Junior Consultant level resources (in line with the STAR <i>Three</i> Framework Schedule 6; Position Definitions for Consultant Resources).</p> <p>Following award of the Package Order any changes to the specified resources submitted in the Resource Plan must be approved by the Service Manager and work stream lead in accordance with the Change Control process in 9.10 of the Scope.</p> <p>Where Bidders are proposing an alternative composition of the advisory team in its response to Section 5.3, TABLE 1A should reflect the alternative weightings in the Bidder's Resource Plan.</p> <p>Prices should be submitted in Pound Sterling inclusive of expenses but exclusive of VAT.</p> <p>The Bidder should submit all pricing information in a separate document (i.e. separate to the quality element of the written response). However, it is very important that Bidders ensure that price submissions are consistent with the Resource Plan requested under question 5.3 of the Quality element, and checking this will be built into the verification process for the Bids. DfT reserves the right to raise clarifications on this following submission of Proposals.</p> <p>Bidders are to note that this Package Order has an indicative maximum budget of [£xxxxxx].</p>		

Note that once a Package Order is awarded under NEC Option E, the rates do not increase.

Marking Scheme: (Price and Quality combined)

The Price evaluation will be comparably evaluated against other bids as set out in the 'Marking Scheme' below based on a combination of the Bidder's TABLE 1A or TABLE 1B rate card entries. The maximum price score per submission is 25. Price submissions should be a reflection of the Bidder's resource plan as required in section 5.3.

The Bidder with the lowest Weighted Daily Rate (Total Column E) based on their TABLE 1 submission below, will be given the maximum score of 25. All other Bidders will be scored proportionately as below:

Lowest Weighted Daily Rate (Total Column E) x 25 % = Score

Bidder Price

TABLE 1A and TABLE 1B entries will be included in the Package Order if the Bidder is successful.

The overall evaluated quality score (weighted by 65% Quality plus 10% Social Value = 75%) will be and added to the price score (weighted by 25%)

Note with NEC Pricing Option E (time charge) for consortium bids and those using Sub-Consultants:

1. Consultants are permitted to respond to Package Order Requests in their own right or as a Package Order Consortium.
2. A Package Order Consortium response to a Package Order Request may be made by a consortium of Consultants in conjunction with each other where one of the Consultants acts as a Lead Consultant on behalf of the entire bidding consortium and all the other consortium members are on the Framework in their own right for the relevant Grade and Category. The Lead Consultant will be required to respond to the Package Order Request, ensuring that all consortium Consultants only offer their services in their own right for those Lots and Categories that they have been appointed to under the STARThree Framework, noting they are at liberty to provide services as sub-consultant to other appointed Consultants within those Categories that they have not themselves been appointed to, as a Sub-Consultant (see paragraph 3). However, where a Consortium Member is part of the consortium and not a Sub-Consultant, its own Maximum Daily Rates apply even if higher than that of the Lead Consultant.
3. In cases where a Consultant acts as a sub-consultant for the provision of Services forming part of a Category to which that Consultant has not been appointed, the Maximum Daily Rate applicable for the Consultant acting as a sub-consultant shall be the lower of the following:
 - 3.1 the Maximum Daily Rate of the Lead Consultant for that Category; and
 - 3.2 the Sub-Consultant's Maximum Daily Rate for the relevant Position in the Sub-Consultant's own appointed Category.
4. For use of Sub-Consultants who are not appointed to the Framework at all, the Maximum Daily Rate of the Consultant to whom that Sub-Consultant is sub-contracted will apply.
5. The Lead Consultant's Minimum Pricing Discounts as set out in Schedule 3 of the Framework Agreement entered into by the Lead Consultant and DfT will be applicable to all consortium members' Maximum Daily Rates for all of the consortium members' total aggregate number of Resource Days, regardless of the individual Consultant's proposed involvement in delivering the requirements.

TABLE 1A – Daily rate for proposed Consultant Resources:

Where STAR *Three* Consultants are bidding in their own right, or where they are including Sub-Consultants in their proposal, they are to complete Table 1A below (Use Table 1B for consortium bids);

Column A	Column B	Column C	Column D	Column E
POSITION (in line with Schedule 6; Position Definitions for Consultant Resources of the STAR <i>Three</i> Framework Agreement)	WEIGHTING	RESOURCE NAME/S	BID RATE CARD (not to exceed relevant Maximum Daily Rate Card as set out in Schedule 3 of the STAR <i>Three</i> Framework Agreement and applying a discount which is equal or higher than the Minimum Pricing Discounts set out in Schedule 3 of the STAR <i>Three</i> Framework Agreement)	WEIGHTED BID RATE CARD (Column B x Column D)
DIRECTOR	5%			
SENIOR CONSULTANT	80%			
CONSULTANT	10%			
JUNIOR CONSULTANT	5%			
TOTAL	100%			Weighted Daily Rate =
			Estimated proportion of work carried out	%

TABLE 1B – Daily rate for proposed Package Order Consortium – each Consultant Member to complete for their own Resources:

Where STAR *Three* Consultants are bidding jointly with other STAR *Three* Consultants as a Package Order Consortium, they are to each complete a TABLE 1B rate card. They are to collectively estimate the relative share of work for each Consultant (noting that this must only be based on services in the STAR *Three* Framework Category or Categories that they have been appointed to) and apply a weighting percentage

to each of the TABLE 1B Weighted Daily rate to reflect the relative share of each Consultant and combine the resulting values to make the Combined Weighted Daily rate. An example is shown at the bottom of the page below TABLE 1B.

Column A	Column B	Column C	Column D	Column E
POSITION (in line with Schedule 6; Position Definitions for Consultant Resources of the STAR <i>Three</i> Framework Agreement)	WEIGHTING	RESOURCE NAME/S	BID RATE CARD (not to exceed relevant Maximum Daily Rate Card as set out in Schedule 3 of the STAR <i>Three</i> Framework Agreement and applying a discount which is equal or higher than the Minimum Pricing Discounts set out in Schedule 3 of the STAR <i>Three</i> Framework Agreement)	WEIGHTED BID RATE CARD (Column B x Column D)
DIRECTOR	5%			
SENIOR CONSULTANT	80%			
CONSULTANT	10%			
JUNIOR CONSULTANT	5%			
TOTAL	100%			Weighted Daily Rate =
			Estimated proportion of work carried out	%

Example;

Bidder x estimates that their activity, in terms of resource days, represents 60% of the total number of resource days within the commission.

Bidder y estimates that their activity, in terms of resource days, represents 40% of the total number of resource days within the commission.

Combined Weighted Daily Rate = 60% Bidder 'x' Weighted Daily Rate + 40% Bidder 'y' Weighted Daily Rate.

6c	PRICE for Combined Fixed Price and Daily rate Proposals	Weighting 25%
Guidance:		
<p>Part 1 (1a and 1b) of the Work Order will be let under NEC4 PSC Option A fixed price.</p> <p>Part 2 of the Work Order will be let under a time charge element NEC4 PSC Option E.</p> <p>Bidders are to prepare their pricing proposal using TABLE 1A for the optional time charge element and TABLE 1B for the fixed price element. TABLE 1A Daily rate entries for proposed Consultant Resources are not to exceed the relevant STAR <i>Three</i> Framework Schedule 3: Maximum Daily Rate Card and STAR <i>Three</i> Framework Schedule 3: Minimum Pricing Discounts that may apply. The positions identified are to be in line with the STAR <i>Three</i> Framework Schedule 6 ("Position Definitions").</p> <p>For Package Orders priced using Option E (time charge rates) as set out in Table 1B, the successful Consultant's rates are then fixed at the start of the Package Order and do not increase by inflation.</p> <p>TABLE 1B must also be completed in order to provide elemental fixed values, resourcing, positions and numbers of days for of each of the phases. Column B provides details of the Resources, Column C provides details of their position, Column D sets out the days which the Consultant expects each deliverable to take and Column E reflects the fixed total price which the Supplier expects each deliverable to cost.</p> <p>Prices should be submitted in Pounds Sterling inclusive of expenses but exclusive of VAT.</p> <p>The Bidder should submit all pricing information in a separate document (i.e. separate to the quality element of the written response). However, it is very important that Bidders ensure that price submissions are consistent with the Resource Plan requested under question 5.3 of the Quality element, and checking this will be built into the verification process for the Bids. DfT reserves the right to raise clarifications on this following submission of Proposals.</p> <p>Following award of the Package Order any changes to the specified resources submitted in the Resource Plan must be approved by the Service Manager and work stream lead in accordance with the Change Control process in 9.10 of the Scope.</p> <p>Bidders are to note that this Package Order has an indicative [maximum] budget of [£XXX].</p>		
Marking Scheme:		
<p>The Price evaluation will be comparably evaluated against other bids as set out in the 'Marking Scheme' below based on a combination of the Bidder's TABLE 1C and TABLE 1A.</p> <p>The overall evaluated quality score (weighted by 65% Quality plus 10% Social Value = 75%) will be and added to the price score (weighted by 25%)</p> <p>Part 1 – Fixed Price – The Bidder with the Lowest Total Deliverables Cost (Total Column E) based on their TABLE 1B submission below, will be given the maximum score of 12.5. All other Bidders will be scored proportionately as below:</p>		

Lowest Total Deliverables Cost (Total Column E) x 12.5% = Bidder Score

Bidder Price

Part 2 – The Time Charge Price evaluation will be comparably evaluated against other bids as set out in the 'Marking Scheme' below based on the Bidder's TABLE 1A. The maximum price score per submission is 12.5.

The Bidder with the lowest Average Daily Rate (Total Column E) based on their TABLE 1A submission below, will be given the maximum score of 15. All other Bidders will be scored proportionately as below:

Lowest Weighted Daily Rate (Total Column E) x 12.5 % = Bidder Score

Bidder Price

Part 1 and Part 2 Price Scores will then be combined to give an overall evaluated quality score (weighted by 65% Quality plus 10% Social Value = 75%) will be and added to the price score (weighted by 25%)

Pricing:

TABLE 1A – Optional Time Charge Daily rate for proposed Consultant resources:

Column A	Column B	Column C	Column D	Column E
POSITION (in line with Schedule 6; Position Definitions for Supplier Resources of the STARThree Framework Agreement) i.e. Director, Senior Consultant etc.	WEIGHTING	RESOURCE NAME	BID RATE CARD (not to exceed relevant Schedule 3: Maximum Daily Rate Card and equal or higher than Schedule 3: Minimum Pricing Discounts of the STARThree Framework Agreement)	WEIGHTED BID RATE CARD (Column B x Column D)
DIRECTOR	10%			
SENIOR CONSULTANT	35%			
CONSULTANT	35%			
JUNIOR CONSULTANT	20%			
TOTAL	100%		Average Daily Rate = £	

TABLE 1B Fixed Price:

Column A	Column B	Column C	Column D	Column E
Deliverable (in line with Question 5.3)	Resource	Grade	Total days	Elemental fixed cost

Resourcing and Project Plan)					
Literature review / survey design					
Pilot Survey (fixed cost)					
Survey redesign					
Full survey (fixed cost)					
Data analysis / Report drafting					
TOTAL					

APPENDIX 3 OF SCHEDULE 7

Package Order Contract Data Parts One and Two

[CLIENT TO INSERT DRAFT CONTRACT DATA PART ONE AND BLANK CONTRACT DATA PART TWO BEFORE ISSUING REQUEST FOR PROPOSAL]

APPENDIX 4 OF SCHEDULE 7

Conflict of Interest declaration

This Conflict of Interest Declaration is to be completed by the Lead Consultant (and all Consortium members) in accordance with 4.1 of Appendix 2.

I have read and understood the guidance notes related to conflicts of interest attached to this declaration (Appendix 4).

At the date of signing [Consultant name] is/is not (delete as necessary) aware of any conflict of interest we would have if awarded this call-off contract.

Any conflicts of interest together with the management arrangements [Consultant name] agrees to implement and maintain if awarded this call-off contract are attached to our response to this special condition.

Signed:

Name

Position in Consultant

Date

Annex A

Conflicts of Interest – guidance note

Clause 33 of the STAR *Three* Framework Agreement sets out the requirement for Consultants to avoid conflicts of interest, stating that:

“It shall not act for any person, organisation or company where there is or is reasonably likely to be a conflict of interest with the Services.”

Supplementary Condition Clause Z12 of the Package Order terms places a clear obligation on the Consultant to avoid anything that might cause a conflict of interest, stating that:

“The Consultant is required to consider all potential Conflict of Interests relating to the delivery of required service and it must not take an action which would cause a conflict of interest to arise in connection with this Contract. The Consultant notifies the Client if there is any uncertainty about whether a conflict of interest may exist or arise.”

The [DfT/Client] needs to be satisfied when considering letting work to a Consultant that this will not create a conflict of interest.

Consideration of Conflicts of Interest

It is not easy to give a definitive view for all cases where a conflict of interest could arise, so each case needs to be considered on its merits.

Where you consider that a conflict of interest may be created, you should bring this to the attention of the [DfT/Client] with details of your concerns and the proposed arrangements to manage and mitigate those concerns, in respect of separation of people, systems, and governance.

A conflict of interest is where a Consultant to the [DfT/Client] was, or could be deemed to be, under any financial or other obligation to individuals or organisations that might influence the Consultant's performance of their duties for the Department.

It also arises where a Consultant organisation is advising the Department and any interested party, bidder, existing franchisee or other actual or potential counterparty to a [DfT/Client] rail contract at the same time. Examples of this include where a Consultant is advising the [DfT/Client] on a policy area (for example, funding structure or fares), franchise competition, or direct award and is also advising another party on a different franchise competition or direct award.

Where there is a risk of creating a conflict of interest, it is for the Consultant to demonstrate to the [DfT/Client] Department's satisfaction that:

- there will be no conflict of interest if the contract is awarded to them, or if there is a conflict, measures are in place that will minimise and manage them to the satisfaction of the [DfT/Client];
- if a conflict of interest arises during the life of the contract the Consultant will notify the [DfT/Client] immediately; and
- there is no risk that the appointment of the Consultant will or could bring the [DfT/Client] into disrepute, or adversely impact the integrity of the Package Order or any other tender process.

The [DfT/Client] in its sole discretion will determine if there is a conflict of interest and whether any arrangements proposed by a Consultant to manage that conflict are acceptable.

In general, where there is a conflict of interest, the Consultant would need to clearly demonstrate to the satisfaction of the [DfT/Client], that there was a separation and independence of the work being done for the [DfT/Client] and work being done for other parties in respect of:

- People. Different individuals on each team;

- Systems. Separate and secure physical locations of the teams and IT (including servers and printers); and
- Governance. Different reporting and accountability lines.

The Consultant would need to show that information pertaining to [DfT/Client] work was not discussed at any meeting where personnel involved in other conflicting work attend, participate or have access to the minutes of, including meetings of executive directors of the organisation.

The Consultant would also need to show that their policies and processes are reinforced by the ethical requirements of any regulatory or professional bodies that have oversight of their business and employees, and that the management of conflicts of interest are the responsibility of specific senior managers within the respective business units.

Any conflicts of interest should be identified and discussed with the [DfT/Client] at the earliest opportunity.

These [special conditions] to the Package Order contract will serve to do this for new STAR *Three* Framework contracts. It is the responsibility of the *Consultant* to review and identify any conflicts of interest that would be created if it was awarded a contract by another party and to contact the [DfT/Client] prior to engaging in any work that could lead to a potential conflict.

Clause 33.2 states that the Consultant shall undertake ongoing and regular conflict of interest checks throughout the duration of this Framework Agreement or any Package Order and shall notify [DfT/Client] in writing immediately on becoming aware of any actual or potential conflict of interest with the Services provided under this Framework Agreement or any Package Order. Breach of Clause 33 or this Clause shall entitle [DfT/Client] to terminate this Package Order and any other contracts between the Consultant and any member of DfT immediately.

SCHEDULE 8 – PACKAGE ORDER TERMS

Before any Package Order is entered into, the Client should ensure that all guidance notes and text highlighted in YELLOW have been addressed/settled (as appropriate, including deletion of all the Guidance Notes highlighted in YELLOW).

Clients awarding a Package Order by way of a Mini Competition Procedure should note that they are responsible for identifying any parts of the Consultant's response to the Client's Proposal Request Form which are relevant to the Package Order and incorporating them before signature. In addition, the Consultant's whole response to the Scope should be inserted as an appendix to the Package Order.

The guidance notes have been included to assist the Client in completing the required information with sufficient detail, but are not exhaustive.

If the Client requires the assistance of the Consultant to fill in certain sections of the Package Order Terms prior to finalising the Package Order, this will be agreed between the parties.

Delete these notes before entering into the Package Order.

Guidance Note: In completing the Package Order Terms, Clients must ensure that they act in compliance with Schedule 13 of the Framework Agreement (Call Off Procedure) and the provisions of regulation 33 Public Contracts Regulations 2015. In particular, Clients entering into the Package Order following a Direct Award Procedure should complete the Package Order Terms without modification to the Package Order Template governing the provision of the Services; and by inserting or confirming only those sections which are necessary for the Package Order to be formed without re-opening competition. Clients entering into the Package Order following a Mini Competition Procedure should note, in particular, the requirements under paragraphs 6 and 11 of regulation 33; and complete the Package Order Terms by reference to the Package Order Contract Data and the Proposal submitted during the Mini Competition Procedure.

FORM OF AGREEMENT

THIS PACKAGE ORDER is made the [Insert Date] 20[]

BETWEEN:

- (1) [Insert Client Name] (**Client**); and
- (2) [Insert Consultant's Name] registered in England and Wales with company number [*****]
whose registered office is at [insert company registered address] (**Consultant**).

Each a **Party** and together the **Parties**.

WHEREAS:

- (A) The *Consultant* has been appointed to the Specialist Technical and Commercial Advice for Rail and Other Transport Modes (STARThree) Framework and has entered into a framework agreement in relation to its appointment (**Framework Agreement**).
- (B) The *Client* wishes to appoint the *Consultant* to provide certain services as set out in the Scope and this Package Order.
- (C) The *Consultant* has submitted a Proposal dated [Insert date of the Proposal] in response to the *Client's* Proposal Request Form in accordance with terms of the Framework Agreement. The *Client* has examined the *Consultant's* Proposal and subject to the provisions of this Package Order is willing to engage the *Consultant* to carry out those services in accordance with this Package Order.

NOW IT IS AGREED THAT:

1. In this Package Order, unless the context otherwise requires, words and expressions have the same meanings as set out in the NEC4 Conditions of Contract and Schedule 1 of the Framework Agreement, as applicable.
2. The "Award Value" of this Package Order upon which the Management Charge shall be calculated is: £[INSERT]⁴. It is further agreed that this Award Value is for the purposes of calculating the Management Charge pursuant to the Framework Agreement and that the Price for the *services* shall be as provided in the *conditions*, the *additional conditions* and the Contract Data.
3. This contract (**Contract**) shall mean this document and the following documents which are hereby incorporated into and shall comprise:
 - 3.1 the NEC4 Conditions of Contract in the form of the NEC4 Professional Services Contract (Fourth Edition June 2017) together with and as amended by main Option [A]⁵, Dispute Resolution Option W2, and Secondary Option Clauses as specified in the Contract Data Part One;
 - 3.2 the Contract Data Part One (including the Option Z clauses set out in the Contract Data Part One);
 - 3.3 the Contract Data Part Two;
 - 3.4 the Scope;
 - 3.5 [the Proposal] being Consultant's Scope]⁶ and

⁴ NOTE: the 'Award Value' is the agreed value of the Package Order and shall include the value of any optional extensions

⁵ NOTE: main option clause to be inserted in respect of how the works are to be procured. Typically, main Option A (fixed priced contract with activity schedule) is the default option,

⁶ NOTE: delete if Mini Competition Procedure not used.

- 3.6 Clauses 16 (Variation Procedure), 18 Appointment of Sub-Consultants; 19 (Consultant's Staff), 34 ((Guarantee) of the Framework Agreement are incorporated into these conditions as if they were set out as *additional conditions of contract*.
4. The *Consultant* shall provide the *services* (as set out in the Contract Data Part One) in accordance with this Contract and applicable law.
5. The *Consultant* reaffirms that, in accordance with Clause 33 of the Framework Agreement, the *Consultant* acknowledges and agrees that it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Service and that (except as provided below) it shall not act for any person, organisation or company where there is or is reasonably likely to be a conflict of interest with the service.
6. Representatives
- 6.1 In respect of the Package Order:
 - 6.1.1 the Client will appoint a Service Manager who will be identified in the Package Order Contract Data Part One;
 - 6.1.2 the Consultant shall provide the Key Persons who shall supervise the performance of the Services and deal with the Service Manager in relation to matters arising under the Package Order, unless notified otherwise;
 - 6.1.3 following award of the Package Order the Service Manager will arrange an Inception Meeting with the Consultant(s) to ensure an efficient mobilisation. The Client and the Consultant will discuss and agree the content of the Contract Management Project Summary which will include the key resources' contact details, a summary of what the Package Order is expected to deliver and the completion requirements, the project plan, sequence of activities, resourcing profile, location of delivery, meeting timings etc, using the Consultant's bid proposal as a key point of reference. Thereafter the Contract Management Project Summary should be updated each time a Variation or extension is agreed and for any changes to expected deliverables or completion dates.
 - 6.1.4 in the event that:
 - (a) either party disputes the content of the Contract Management Project Summary, the Service Manager will make the final decision on the content of the Contract Management Project Summary;
 - (b) the content of the Contract Management Project Summary does not align with the content of the Proposal (including the Proposal Request Form and associated documents) , the content of the Proposal (including the Proposal Request Form and associated documents) will take precedence.
7. Key Performance Indicators
- 7.1 At least three (3) Working Days prior to the regular (as a minimum), monthly contract meetings, the Consultant's Key Persons will complete the Contract Scorecard in the relevant Package Order project in the Sourcing Portal for the Service Manager's consideration. The Consultant is responsible for completing the Contract Scorecard with a self-assessment of its Package Order KPI scores and will record its own perspective of performance in the relevant Package Order KPI justification section. The Consultant will be responsible for the timely delivery of high-quality information and for arranging regular review meetings to present progress to the Service Manager.
- 7.2 The Contract Scorecard will be reviewed by the Service Manager in advance of the progress meeting. Any issues and/or anomalies identified by the Service Manager will be discussed with the Consultant with a view to reaching accord and validating agreed Package Order KPI scores and justification for the resultant Package Order Performance Scores.

- 7.3 In addition to the Consultant submitting the Contract Scorecard on a monthly basis for the Service Manager to review, the Consultant will also provide:
- 7.3.1 the data on which the Package Order Performance Scores are based;
 - 7.3.2 any other supporting information that may be requested by the Service Manager for his assessment;
 - 7.3.3 a draft review of the progress of the Package Order against Package Order KPIs using the Contract Scorecard;
 - 7.3.4 a draft Consultant's application for payment using the Schedule 10 Application for Payment Template; and
 - 7.3.5 a draft update report on the progress of the Package Order using the Schedule 11 Consultant's Progress Report Template.
- 7.4 In the event that the Consultant scores less than the minimum threshold of 4 out of 10 at the end of any month for any of the Package Order KPIs, as set out in the Contract Scorecard (4 out of 10 being the **Package Order KPI Minimum Threshold**) then the Consultant shall produce a performance improvement action plan (**Action Plan**). The Action Plan shall set out in detail the Consultant's proposed approach and programme to correct any specified instances where the Package Order KPI Minimum Threshold has been breached. The Consultant shall submit each Action Plan to the Client for review and acceptance. The Client shall review the Action Plan and propose any amendments (if applicable) to the Consultant and the Consultant shall comply with any reasonable requests from the Client to change the Action Plan. The Consultant shall implement the Action Plan as soon as it has received confirmation of acceptance from DfT. The Consultant shall initiate and carry out, efficiently and expeditiously, rectification of any deficiencies in any aspect of the Consultant's performance as soon as the Consultant knows that their performance has breached a Package Order KPI, including in circumstances where an Action Plan has not yet been accepted by DfT and/or the Client.
- 7.5 The *Consultant*, agrees that the Service Manager and the Key Persons shall attend regular contract meetings (the location, frequency and time of which shall be specified by the Service Manager from time to time). The draft submissions set out in clause 7 above will form the basis of the meeting agenda. A written record of any actions resulting from these meetings shall be made by the Key Persons and following agreement by the Service Manager, shall be submitted as final revisions of the Schedule 10 and Schedule 11 of the Framework Agreement reports and accepted as a true representation of discussions and resolutions that have taken place. The Service Manager will validate and upload the final agreed version of the Schedule 10 and Schedule 11 reports (Framework Agreement) and will complete the evaluation of the Contract Scorecard on the Sourcing Portal.
- 7.6 Upon completion of each Package Order, the Consultant must provide all the necessary data in relation to the Package Order KPIs within fourteen (14) days of completion of the Package Order.
8. In consideration of the provision by the *Consultant* of the Service the *Client* shall pay to the Consultant the amount due in accordance with this contract.
9. This contract supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever in relation to this contract. No variation to this contract, after the date hereof, will be made except with the written consent of the Client and the Consultant with DfT's Approval, which shall not be unreasonably withheld, provided that this is without prejudice to the *Client's* rights to issue instructions in accordance with this contract.

10. By signing and returning these Package Order Terms (which may be done by electronic means) the *Consultant* agrees to enter a Package Order with the *Client* to provide the Service in accordance with the terms of the Package Order and the Proposal Request Form ⁷.
11. The Parties hereby acknowledge and agree that they have read the Package Order and the Proposal Request Form and by signing below agree to be bound by this Package Order.
12. The Parties hereby acknowledge and agree that this Package Order shall be formed when the *Client* executes (which may be done by electronic means) the Package Order Terms.

13. ORDER OF PRECEDENCE

If there is any ambiguity or inconsistency in or between the documents comprising this contract, the priority of the documents is in accordance with the following sequence:

- 13.1 Clauses 18 (Appointment of Sub-Consultants); 19 (Consultant's Staff), Clause 34 ((Guarantee) of the Framework Agreement;
- 13.2 the *additional conditions of contract*;
- 13.3 the other *conditions of contract*;
- 13.4 the completed Contract Data;
- 13.5 the Scope;
- 13.6 [the Proposal; and]
- 13.7 [any other document forming part of this contract.]

IN WITNESS WHEREOF the Parties have entered into the Package Order on the date written above.

For and on behalf of [INSERT] (Client)

Signed by:

Name:

Position:

For and on behalf of [Insert Company Name] (Consultant)

Signed by:

Name:

Position:

APPENDIX 1 TO SCHEDULE 8

Professional Services Contract – Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1. General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Services Contract June 2017

Main Option

☐

Option for resolving and avoiding disputes

☐

Secondary Options

[X2 Change in Law;] [X7 Delay Damages;] [X8 Undertaking of Others;] [X10 Information Modelling;] [X11 Termination by the Client;] [X12 Multiparty Collaboration;] [X13 Performance Bond;] [X18 Limitation of Liability;] and [X20 Key Performance Indicators] [X29 Climate Change]

Note to Clients (delete before issue): The NEC 4 PSC optional clause X29 was issued in July 2022 and was subsequently incorporated into the suite of January 2023 amendments, see

<https://www.neccontract.com/getmedia/8782502b-89bc-46f7-86dd-8f0e9fcfae56/NEC4-X29-Climate-Change-PSC.pdf>.

Carbon reduction is an important priority for the government. The appropriateness of incorporating the X29 clause, and indeed all the optional X clauses, is one that will be taken at the call off stage, depending on the subject-matter of the contract. In the case of X29, the nature of the contract will dictate whether it is appropriate to include Climate Change Requirements, and also whether meeting these should then be included in any Performance Table.

The *service* is

The *Client* is

Name

Address for
communications

Address for electronic communications	
The <i>Service Manager</i> is	
Name	
Address for communications	
Address for electronic communications	
The Scope is in	[the [Statement of Requirements] ⁸
The <i>language of this contract</i> is	English

The <i>law of the contract</i> is	the law of England and Wales	
The <i>period for reply</i> is		except that
the period for reply for	is	
the period for reply for	is	
the period for reply for	is	
The <i>period for retention</i> is		years following Completion or earlier termination

The following matters will be included in the Early Warning Register

Early Warning Meetings are to be held at intervals no longer than	

⁸ NOTE: Client to confirm whether the Scope for a particular call off is as per the Statement of Requirements or is a bespoke Scope. If the latter, wording should be deleted and reference to the Scope appendix should be inserted. It should be noted that any bespoke Scope should incorporate the Statement of Requirements.

2. The *Consultant's* main responsibilities

If the *Client* has identified work which is set to meet a stated condition by a key date

The key dates and conditions to be met are

Condition to be met

key date

(1)

(2)

(3)

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

If Option C or E is used

The *Consultant* prepares forecasts of the total Defined Cost, plus Fee and *expenses* at intervals no longer than

3. Time

The *starting date* is

The *Client* provides access to the following persons, places and things

access

access date

(1)

(2)

(3)

The *Consultant* submits revised programmes at intervals no longer than

If the *Client* has decided the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

4. Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

The period between Completion of the whole of the service and the *defects date* is

5. Payment

The *currency of the contract* is the

GBP

The *assessment interval* is

If the *Client* states any
expenses

The *expenses* stated by the *Client* are

item

amount

The *interest rate* is

2

% per annum (not less than 2) above the

Base lending

rate of the

Bank of England

bank

If the period within
which payments are
made is not three
weeks and Y(UK)2 is
not used

The period within which payments are
made is

If Option C or E is used

The *exchange rates* are those published in

on

(date)

6. Compensation events

If there are additional compensation events

These are additional compensation events

None

8. Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(1)

(2)

(3)

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<div></div> <p>in respect of each claim, without limit to the number of claims</p>	

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	<div></div> in respect of each claim, without limit to the number of claims	
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<div></div> in respect of each claim, without limit to the number of claims	

If the *Client* is to provide any of the insurance stated in the Insurance Table

The *Client* provides these insurances from the Insurance Table

1. Insurance against

Minimum amount of cover is

The deductibles are

2. Insurance against

Minimum amount of cover is

The deductibles are

3. Insurance against

Minimum amount of cover is

The deductibles are

If additional insurances are to be provided

The *Client* provides these additional insurances

1. Insurance against

Minimum amount of cover is

The deductibles are

2. Insurance against

Minimum amount of cover is

The deductibles are

3. Insurance against

Minimum amount of cover is

The deductibles are

The *Consultant* provides these additional insurances

• Insurance against

Minimum amount of cover is

The deductibles are

- Insurance against

Minimum amount of cover is

The deductibles are

- Insurance against

Minimum amount of cover is

The deductibles are

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to

W2: Resolving and avoiding disputes

The *tribunal* is

The Courts of England and Wales

The *Senior Representatives* of the *Client* are

Name (1)

STAR *Three* Framework Manager

Address for communications

Address for electronic
communications

Name (2)

Address for communications

Address for electronic
communications

The *Adjudicator* is

Name

Address for communications

Address for electronic
communications

The *Adjudicator nominating body* is

X1: Price adjustment for inflation (used only with Options A and C)

If Option X1 is used Option X1 does not apply

X2: Change in the law

If Option X2 is used The *law of the project* is

X3: Multiple currencies (used only with Option A)

If Option X3 is used The *Client* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *exchange rates* are those published in

on

(date)

X5: Sectional Completion

If Option X5 is used The *completion date* for each *section* of the service is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

X6: Bonus for early Completion

If Option X6 is used without Option X5 The bonus for the whole of the *service* is per day

If Option X6 is used with Option X5 The *bonus* for each *section* of the *service* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

The bonus for the remainder of the *service* is

X7: Delay damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the *service* are per day

If Option X7 is used Delay damages for each *section* of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The delay damages for the remainder of the <i>service</i> are		<input type="text"/>

X8: Undertakings to Others

If Option X8 is used The *undertakings to Others* are provided to

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is

X12: Multiparty collaboration (not used with Option X20)

If Option X12 is used

The *Promoter* is

The Schedule of Partners is in

The *Promoter's objective* is

The Partnering Information is in

X13: Performance bond

If Option X13 is used The amount of the performance bond is

X18: Limitation of liability

If Option X18 is used The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

The end of liability date is

years after Completion of the whole of the service

X20: Key Performance Indicators (not used with Options X12)

If Option X20 is used The *incentive schedule* for Key Performance Indicators is in

A report on performance against each Key Performance Indicator is provided at intervals of

months

X29: Climate Change

If Option X29 is used:

The performance table is in

If no climate change plan is identified in Part two of the Contract Data, the period after the Contract Date within which the Consultant is to submit a first climate change plan for acceptance is

Y(UK)1: Project Bank Account

Charges made and interest paid by the *project bank*

The *Consultant* is / is not to pay any charges made and to be paid any interest paid by the *project bank* (delete as applicable)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is

days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option
Y(UK)3 is used

term

beneficiary

If Y(UK)3 is
used with
Y(UK)1 the
following entry
is added to the
table for Y(UK)3

term

beneficiary

The provisions of Options
Y(UK)1

Named Consultants

Z: Additional *conditions of contract*

If Option Z is used

The *additional conditions of contract* are

attached to the Contract as Appendix 2 to Schedule 8.

PART TWO – DATA PROVIDED BY THE CONSULTANT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1. General

The *Consultant* is

Name

Address for
communications

Address for electronic
communications

The *fee percentage* is

Zero

%

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

2. The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

The *Consultant's* Proposals appended hereto as Annex 1

3. Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

If the *Consultant* is to decide the *completion date* for the whole of the service

The *completion date* for the whole of the service is

5. Payment

If the *Consultant* states any expenses

The expenses stated by the *Consultant* are

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Option E

⁹Consultant rates (TABLE 1A):

Category of <i>Consultant</i> Resources	Unit (8-hour day is hours worked and does not allow for breaks)	rate
<input type="text" value="Director"/>	<input type="text" value="Day rate per 8-hour Day"/>	<input type="text"/>
<input type="text" value="Senior Consultant"/>	<input type="text" value="Day rate per 8-hour Day"/>	<input type="text"/>
<input type="text" value="Consultant"/>	<input type="text" value="Day rate per 8-hour Day"/>	<input type="text"/>
<input type="text" value="Junior Consultant"/>	<input type="text" value="Day rate per 8-hour Day"/>	<input type="text"/>

⁹ Day rate based on the expectation that there would be on average, an aggregate of one hour's break time in the course of an 9 hour working day.

Sub-Consultant rates (TABLE 1B):

Category of <i>Sub-Consultant</i> Resources	Unit (8-hour day is hours worked and does not allow for breaks)	rate
Director	Day rate per 8-hour Day	
Senior Consultant	Day rate per 8-hour Day	
Consultant	Day rate per 8-hour Day	
Junior Consultant	Day rate per 8-hour Day	

If Option A or C is
used

The *activity schedule* is

The tendered total of the Prices is

Phase	Description	Bidder's Fixed Price
Bidder's Total Fixed Price		

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic
communications

Name (2)

Address for communications

Address for electronic
communications

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

X29: Climate Change

If Option X29 is used:

If a *climate change plan* is to be identified in the Contract Data

The *climate change plan* identified in the Contract Data is

Y(UK)1: Project Bank Account

If Option Y(UK)1 is
used

The *project bank* is

named consultants are

Data for the Schedule of Cost Components (used only with Options C or E)

The *overhead percentages* for the cost of support people and office overhead are

location	<i>overhead percentage</i>
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %

Data for the Short Schedule of Cost Components (used only with Option A)

The people rates are

category of person	unit	rate

Annex 1 to the Contract Data Part Two (the Consultant's Proposals)

APPENDIX 2 TO SCHEDULE 8

NEC4 Professional Service Contract June 2017 - Z clauses - Additional Conditions Of Contract

The additional conditions of contract which amend and add to the NEC4 Professional Service Contract June 2017 are:

Clause Z1

Insert new definitions as follows:

"Affiliates" means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time.

"Approval" means the prior written consent of the Client and **"Approve"** and **"Approved"** shall be construed accordingly.

"Auditor" means (a) the Client's internal and external auditors; (b) the Client's statutory or regulatory auditors; (c) the Controller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Client to carry out audit or similar review functions; (f) successors or assigns of any of the above.

"Confidential Information" means the Client's Confidential Information and/or the Consultant's Confidential Information, as the context requires.

"Consultant Staff" means all directors, officers, employees, agents, subconsultants and subcontractors of the Consultant and/or of any sub-subcontractor engaged in the performance of the Consultant's obligations under a Contract

"Contract Management Project Summary" means a summary in the form set out in Schedule 16 of the Framework Agreement.

"Contract Period" means the term of the Package Order on and from the earlier of the: (a) applicable Start Date; or (b) Effective Date, up to and including the applicable End Date.

"Contract Scorecard" means the scorecard for Package Order KPIs described in Paragraph 8 of Part 2 of Schedule 9 (Key Performance Indicators) of the Framework Agreement and agreed between the Parties for the purpose of this Package Order.

"Controller" has the meaning given in the UK GDPR.

"Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the Consultant under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

"Data Protection Impact Assessment" means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

"Data Protection Legislation" means (a) the UK GDPR, the Law Enforcement Directive (EU) 2016/680 and any applicable national implementing Laws as amended from time to time; (b) the DPA to the extent that it relates to processing

of personal data and privacy; all applicable Law about the processing of personal data and privacy.

“Data Subject” has the meaning given in the DPA.

“Data Subject Request” a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data.

“Default” means a material breach of the obligations of the Consultant under the Package Order (including an omission) or any negligence or misstatement of the Consultant, of its Sub-Consultants or any Consultant Staff howsoever arising in connection with or in relation to the subject-matter of the Package Order and in respect of which the Consultant is liable to the Client.

“Deliverables” means Services that may be ordered under a Package Order including the Documentation.

“Director” means a person who meets the relevant description as set out in Schedule 6 (Position Definitions for Consultant Resources) of the Framework Agreement.

“End Date” means the earlier of: (a) the Expiry Date; or (b) if a Contract is terminated before the Expiry Date, the date of the termination of the Contract.

“Environmental Information Regulations or EIRs” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.

“Existing Intellectual Property Rights (IPR)” means any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Framework Agreement (whether prior to the Framework Commencement Date or otherwise).

“Expiry Date” means the date when the Package Order is expressed to end (if for a term), otherwise the date when the Client is satisfied that the Completion Date has been achieved or the Services have reached Completion.

“FOIA” means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

“Framework Agreement” means the agreement between the Consultant and the Department of Transport for the latter's Specialist Technical and Commercial Advice for Rail and Other Transport Modes Framework, also known as STARThree, pursuant to which this Package Order is awarded.

“Guarantor” the person that the Consultant relied upon to satisfy DfT in relation to the economic and financial standing requirements of the selection stage of the procurement process for the Framework Agreement, whether an Affiliate of the Consultant or a bank or insurance company.

“Inception Meeting” means the mobilisation meeting referred to at Sections 8 and 9 of the Scope for a Package Order.

“IPR Claim” means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to

provide the Deliverables or otherwise provided and/or licensed by the Consultant (or to which the Consultant has provided access) to the DfT and/or the Client (as applicable) in the fulfilment of its obligations under a Contract.

“Junior Consultant” means a person who meets the relevant description as set out in Schedule 6 (Position Definitions for Consultant Resources) in the Framework Agreement.

“Key Persons” means the Consultant's nominated and/or specified resources that supervise the performance of the Services in relation to matters arising under a Package Order as listed in Contract Data Part 2.

“Management Charge” means the sum payable by the Consultant in respect of Package Orders for which DfT is not the Client, being an amount calculated pursuant to Schedule 21 of the Framework Agreement.

“Mini Competition Procedure” means the process to be followed by a Client when awarding a Package Order by way of further competition, as set out in Paragraph 3 of Schedule 13 of the Framework Agreement.

“New IPR” means IPR in items created by the Consultant (or by a third party on behalf of the Consultant) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or IPR in or arising as a result of the performance of the Consultant's obligations under a Contract and all updates and amendments to the same; but shall not include the Consultant's Existing IPR.

“Open Book Data” is defined in the Framework Agreement.

“Package Order KPIs” means the performance measurement and targets set out in the Contract Scorecard for this Package Order pursuant to Paragraph 8 of Part 2 of Schedule 9 of the Framework Agreement.

“Package Order Performance Score” means the total of the Package Order KPI scores accrued in accordance with the Contract Scorecard.

“Personal Data” has the meaning given in the UK GDPR.

“Processor” has the meaning given to it under the UK GDPR.

“Processor Personnel” means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement.

“Proposal” is the Consultant's proposal as appended to this Package Order at Annex 1 pursuant to Paragraph 3.4.2(b)(ii) of Schedule 13 of the Framework Agreement.

“Proposal Request Form” means the form used to request bids for a Package Order in accordance with Schedule 13 of the Framework Agreement (Call Off Procedure), as set out in Schedule 7 of the Framework Agreement.

“Protective Measures” appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

"Replacement Deliverables" means any deliverables which are substantially similar to any of the Deliverables and which the Client receives in substitution for any of the Deliverables following the Expiry Date, whether those goods are provided by the Client internally and/or by any third party.

"Request(s) for Information" means a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs.

"Senior Consultant Position" means a person who meets the relevant description as set out in Schedule 6 (Position Definitions for Consultant Resources) of the Framework Agreement.

"SME" means Small and Medium-sized Enterprise that employs fewer than two hundred and fifty (250) persons in line with the EU definition: https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

"Start Date" means the date on which a Package Order is placed with the Consultant.

"Sub-Consultant" means any person other than the Consultant, who is a party to a Sub-Contract and the servants or agents of that person and shall include, but not be limited to, any Sub-Consultants.

"Sub-processor" means any third party appointed to process Personal Data on behalf of the Consultant related to this Framework Agreement or a Package Order.

"GDPR" means the UK GDPR, which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA.

"Working Days" means any day other than a Saturday, Sunday or public holiday in England and Wales.

Clause Z2

Amendment to Clause 13 (Communications)

Insert a new clause 13.10:

"Provided the communication is not returned undelivered, the communication is deemed to have been given two (2) Working Days after the day on which the communication was posted."

Clause Z3

Amendment to Clause 18 (Prevention)

Insert a new clause 18.2:

Until the *Client* acknowledges through such an instruction that the Contract can no longer be performed, the *Consultant* will use reasonable endeavours to continue to perform the Contract.

Clause Z4

New clause 19 (Corrupt Practices)

"19.1 The *Consultant* provides the service in a way which does not constitute any corrupt practice and in particular the *Consultant* agrees not to:

- (a) directly or indirectly offer, promise or give any person working for or engaged by a client or any other public body a financial or other advantage to:

- i. induce that person to perform improperly a relevant function or activity; or
 - ii. reward that person for improper performance of a relevant function or activity;
- (b) directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement; or
- (c) commit any offence:
 - i. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - ii. under legislation or common law concerning fraudulent acts; or
 - iii. defrauding, attempting to defraud or conspiring to defraud a client or other public body; or
 - iv. any activity, practice or conduct which would constitute one of the offences listed under € above if such activity, practice or conduct had been carried out in the UK;

19.2 A failure to comply with this condition is treated as a substantial failure by the Consultant to comply with its obligations.

19.3 Delete clause 11.2(5) and 17.”

Clause Z5

Amendment to Clause 26 (Disclosure)

Clause 26.1 is deleted and replaced by the following:

“The *Consultant* shall keep (and ensure that its employees and Subcontractor keep) confidential and shall not disclose to any person the terms of this contract and any confidential or proprietary information (including Personal Data) provided to or acquired by the *Consultant* in the course of providing the service, except that the *Consultant* may disclose information:

- (a) to its legal or other professional advisers;
- (b) to its employees and Subcontractors as needed to enable the Consultant to provide the service;
- (c) where required to do so by Law or by any professional or regulatory obligation or by order of any court or governmental agency, provided that prior to disclosure the *Consultant* consults the *Client* and takes full account of the *Client*’s views about whether (and if so to what extent) the information should be disclosed; or
- (d) which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,

- (e) which is in the public domain at the time of disclosure other than due to the fault of the *Consultant* or with the consent of the *Client*.

Clause Z6

Amendments to Clause 50 (Assessing the amount due)

Amend the final sentence of sub-clause 50.2 as follows:

50.2 – Replace the words ‘the Scope’ at the end of the final sentence, with the words “the template in Schedule 10 of the Framework Agreement (Application for Payment).”

Clause Z7

New Clause 54 (Recovery of sums due from Consultant)

“54.1 The *Consultant* agrees that when, under the Package Order, any sum of money is recoverable from or payable by the *Consultant* such sum may, at the *Client*’s sole discretion, be:

- (a) deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the *Consultant* under this contract or any other contract with any Department or Office of Her Majesty’s Government; or
- (b) the *Client* may provide an invoice to the *Consultant* in respect of any sum of recoverable money and the *Consultant* shall pay such sum within thirty (30) Working Days of receipt of the invoice.

Clause Z8

Amendments to Clause 90 (Termination)

Clause 90.2 In line 1 after the first sentence insert “In addition without affecting any other right or remedy available to it, the *Client* may terminate this Package Order for any reason by giving thirty days’ notice to the *Consultant*.”

In the first row of the Termination Table, after “R1-R15” insert “(including R13A)”.

In the Termination Table add the following additional line:

TERMINATING PARTY	REASON	PROCEDURE	AMOUNT DUE
The Client	A reason other than R1-22 including termination at Will pursuant to X11 (where incorporated)	P1	A1 and A3

Clause 90.3 In the second paragraph after “R1 to R15,” insert “(including R13A)”.

Clause 90.5 Add as a new clause 90.5:

“If the *Client* terminates the Package Order pursuant to clause 90.2, the *Client* shall pay the Termination Fee to the *Consultant* within thirty (30) Working Days of receiving a *Consultant* invoice in accordance with Clause 90.9(b). “

Clause 90.6 Add as a new clause 90.6:

“The *Client*’s right to terminate is without prejudice to any other rights or remedies that the *Client* may have.”

Clause 90.7 Add as a new clause 90.7:

“Termination of the *Consultant*’s employment under the contract for any reason shall not determine the operation of any provisions of the contract which remain capable of operation after termination, or affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.”

Clause 90.5 Add as a new clause 90.8:

“Save as otherwise expressly provided in the contract termination or expiry of the contract is without prejudice to any rights, remedies or obligations accrued under the contract prior to termination or expiration and nothing in the contract shall prejudice the right of either party to recover any amount outstanding at such termination or expiry.”

Clause 90.9 Add as a new clause 90.9:

“If the *Client* terminates the Package Order pursuant to clause 90.2:

- (a) the *Consultant* shall provide to the *Client* within fourteen (14) days of such termination being communicated to the *Consultant*, a full and detailed breakdown of spend to date for the service in the Package Order compared with the forecasted Prices, as set out in the Contract Data and/or the Proposal; and
- (b) within thirty (30) Working Days of receipt of confirmation by the *Client* that the detailed breakdown of spend to date provided pursuant to Clause 90.9(a) is agreed, the *Consultant* shall provide an invoice to the *Client* for 5% (five percent) of the difference between the forecast of the final total of the Prices for the service in the Package Order in the absence of termination and the amount due on termination for the service in the Package Order excluding the additional amount (**Termination Fee**).”

Clause Z9

Insert a new section 10 (General)

Insert a new Clause 100 (Assignment and Appointment of Subcontractors)

“100.1 The *Consultant* shall not assign, novate, or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Package Order or any part of it without Approval.

100.2 The *Client* may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Package Order or any part thereof to:

- 100.2.1 any *Client*; or
- 100.2.2 any Central Government Body or other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the *Client*; or
- 100.2.3 any private sector body which substantially performs the functions of the *Client*, and the *Consultant* shall, at the *Client*’s request, enter into a novation agreement in such form as the

Client shall reasonably specify in order to enable the *Client* to exercise its rights pursuant to this Clause 100.2.

100.3 If requested by the *Client*, the *Consultant* will execute an agreement to novate the benefit and burden of any Package Order to another body pursuant to the *Client's* rights in clause 100.2."

100.4 The *Consultant* is entitled to use Subcontractors as follows:

(a) any Subcontractor appointed to the Framework in its own right as a Consultant does not require further approval from the *Client*, even if its role as Subcontractor hereunder is not for the Category for which it is appointed;

(b) any Subcontractor approved by the DfT under the Framework Agreement with the Consultant, provided that any conditions for that approval have been met;

(c) any Subcontractor put forward by the *Consultant* as part of its Proposal to be awarded this contract does not require further approval, provided that any conditions imposed by the Client as condition of awarding this contract have been complied with, and the Sub-Consultant concerned is an SME (as defined in the Framework Agreement);

(d) the *Consultant* shall not engage or replace a Subcontractor after the Start Date of this contract unless the Consultant has sought consent for such engagement pursuant to Clause 18 of the Framework Agreement and such consent has been granted, and furthermore that any conditions attaching to such consent have been met.

Clause Z10

Insert a new Clause 101 (Discrimination)

101.1 The *Consultant* shall not discriminate directly or indirectly against any person contrary to all applicable equality Law and any other requirements and restrictions which the *Client* reasonably imposes in connection with equality obligations imposed in the *Client* at any time under applicable equality Law.

101.2 The *Consultant* shall co-operate where possible in providing the Services with and assist the *Client* to satisfy its duty under the Equality Act 2010 to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups, and between disabled people and other people.

101.3 The *Consultant* shall ensure it and each of its employees or agents, or Subcontractors providing the service complies with the Client's employment policies and codes of practice relating to discrimination and equal opportunities.

101.4 The *Consultant* shall notify the *Client* in writing as soon as it becomes aware of any investigation or proceedings brought against the *Consultant* under the Equality Act 2010 in connection with this contract and shall:

- (a) provide any information requested by the investigating body, court or tribunal in the timescale allotted;
- (b) attend (and permits a representative from the *Client* to attend) any associated meetings;
- (c) allow access to any relevant documents and information; and
- (d) co-operate fully and promptly with the investigatory body, court or tribunal.

101.5 The *Consultant* shall indemnify the *Client* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Client* arising out of or in connection with any investigation or proceedings under the Equality Act 2010 resulting from any act or omission of the *Consultant*. The *Consultant* shall indemnify the *Client* against any claims, actions or damages brought against the *Client* in connection with any act or omission of the *Consultant* or its employees, Subcontractors or sub-contractors in relation to the Equality Act 2010.

101.6 The *Consultant* shall include in the conditions of contract for each Subcontractor such obligations substantially similar to those set out above.

Clause Z11

Insert a new Clause 102 (Disclosure of information)

Z11.1 The Parties acknowledge that:

Z11.1.1 the content of this Package Order, including any changes to this Package Order agreed from time to time, except for:

- (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the *Client*; and
- (b) Commercially Sensitive Information;

(together the “Transparency Information”) is not Confidential Information.

Z11.2 Notwithstanding any other provision of this Package Order, the *Consultant* hereby gives its consent for the *Client* to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The *Client* shall, prior to publication, consult with the *Consultant* on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

Z11.3 The *Consultant* shall assist and co-operate with the *Client* to enable the *Client* to publish the Transparency Information.

Z11.4 If the *Client* believes that publication of any element of the Transparency Information would be contrary to the public interest, the *Client* shall be entitled to exclude such information from publication. The *Client* acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the *Client* acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the *Consultant*.

Z11.5 The *Client* shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Package Order is being performed, having regard to the context of the wider commercial relationship with the *Consultant*.

Z11.6 The *Consultant* agrees that any Information it holds that arises from the provision of the Services shall be provided to the *Client* on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The *Client* may disclose such information under the FOIA and the EIRs and

may (except for Commercially Sensitive Information, Confidential Information (save where the Client deems (acting reasonably) that disclosure is necessary or appropriate in the course of carrying out its public functions) and Open Book Data) publish such Information. The *Consultant* shall provide to the *Client* within five (5) working days (or such other period as the *Client* may reasonably specify) any such Information requested by the *Client*.

Z11.7 The *Consultant* acknowledges that the *Client* is subject to the requirements of the FOIA and the EIRs. The *Consultant* shall:

Z11.7.1 provide all necessary assistance and cooperation as reasonably requested by the *Client* to enable the *Client* to comply with its Information disclosure obligations under the FOIA and EIRs;

Z11.7.2 transfer to the *Client* all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

Z11.7.3 provide the *Client* with a copy of all Information held on behalf of the *Client* requested in the Request for Information which is in the *Consultant's* possession or control in the form that the *Client* requires within five (5) Working Days (or such other period as the *Client* may reasonably specify) of the *Client's* request for such Information; and

Z11.7.4 not respond directly to a Request for Information addressed to the *Client* unless authorised in writing to do so by the *Client*.

Z11.8 The *Consultant* acknowledges that the *Client* may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the *Consultant*. The *Client* shall take reasonable steps to notify the *Consultant* of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Package Order) for the purpose of this Package Order , the *Client* shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

Clause Z12

Insert a new Clause 103 (Conflict of interest)

Z12.1 The *Consultant* shall take appropriate steps to ensure that neither the *Consultant* nor the *Consultant* Staff are placed in a position where (in the reasonable opinion of the *Client*) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the *Consultant* or the *Consultant* Staff and the duties owed to the *Client* and Other Contracting *Client* under the provisions of this Framework Agreement or any Package Order.

Z12.2 The *Consultant* shall promptly notify and provide full particulars to the *Client* or the relevant Other Contracting *Client* if such conflict referred to in Z12.1 arises or may reasonably be foreseen as arising.

Z12.3 The *Client* reserves the right to terminate this Package Order immediately by giving notice in writing to the *Consultant* and/or to take such other steps it deems necessary where, in the reasonable opinion of the *Client*, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the *Consultant* and the duties owed to the *Client* under the provisions of this Framework Agreement or any Package Order. The action of the *Client*

pursuant to this clause Z12.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the *Client*.

Z12.4 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with its obligations.

Clause Z13

Insert a new Clause 104 (Official Secrets Acts)

Z13.1 The *Consultant* shall comply with, and shall procure that its employees, agents and/or Subcontractors shall comply with the Official Secrets Acts 1911 to 1989 apply to them during and after performance of the service.

Z13.2 A failure to comply with this clause Z13.1 shall be a substantial failure by the *Consultant* to comply with its obligations.

Clause Z14

Insert a new Clause 105 (Contents of Sub-Contracts)

Z14.1 The *Consultant* shall ensure that all Sub-Contracts contain a provision:

Z14.1.1 requiring the *Consultant* to pay any undisputed sums which are due from it to the Subcontractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;

Z14.1.2 requiring that any invoices submitted by a Subcontractor shall be considered and verified by the *Consultant* in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;

Z14.1.3 conferring a right to the *Client* to publish the *Consultant's* compliance with its obligation to pay undisputed invoices to the Subcontractor within the specified payment period;

Z14.1.4 giving the *Consultant* a right to terminate the Sub-Contract if the Subcontractor fails to comply in the performance of the Sub-Contract with legal obligations in the fields of environmental, social or labour law; and

Z14.1.5 requiring the Subcontractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by this Z14.1.5.

Z14.2 The *Consultant* shall pay any undisputed sums which are due from it to a Subcontractor within thirty (30) days from the receipt of a valid invoice.

Z14.3 Any invoices submitted by a Subcontractor to the *Consultant* shall be considered and verified by the *Consultant* in a timely fashion. Undue delay in doing so shall not be sufficient justification for the *Consultant* failing to regard an invoice as valid and undisputed.

Z14.4 If the *Consultant* notifies the *Client* that the *Consultant* has failed to pay an undisputed Subcontractor's invoice within thirty (30) days of receipt, or the *Client* otherwise discovers the same, the *Client* shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Clause Z15

Insert a new Clause 106 (Data Protection)

Status of the Controller

Z15.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Agreement will determine the status of each Party under the Data Protection Legislation. A Party may act as:

Z15.1.1 “Controller” (where the other Party acts as the “Processor”);

Z15.1.2 “Processor” (where the other Party acts as the “Controller”);

Z15.1.3 “Joint Controller” (where both Parties are considered to jointly control the same Personal Data);

Z15.1.4 “Independent Controller” of the Personal Data where the other Party is also “Controller” of the same Personal Data in its own right (but there is no element of joint control);

and the Parties shall set out in Appendix 3 of Schedule 8 (Processing Personal Data) which scenario or scenarios are intended to apply under this Agreement.

Where one Party is Controller and the other Party its Processor

Z15.2 Where a Party is a Processor, the only processing that it is authorised to do is listed in Appendix 3 of Schedule 8 (Processing Personal Data) by the Controller. The Parties shall provide the relevant details for their respective Data Protection Officer in the form appended at Appendix 3 of Schedule 8 to this contract.

Z15.3 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

Z15.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects;
and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

Z15.5 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Appendix 3 of Schedule 8 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Client before processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
- (c) ensure that:
 - i. the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Appendix 3 of Schedule 8 (Processing Personal Data));
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Processor's duties under this clause;
 - B. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - i. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or DPA 2018 section 75) as determined by the Controller;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection

to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

- iv. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; and

- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

Z15.6 Subject to Clause Z15.7, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) 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.

Z15.7 The Processor's obligation to notify under Clause Z15.6 shall include the provision of further information to the Controller in phases, as details become available.

Z15.8 Taking into account the nature of the processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause Z15.6 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

- (d) assistance as requested by the Controller following any Data Loss Event;
and/or
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

Z15.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller 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;
or
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

Z15.10 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

Z15.11 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

Z15.12 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause Z15 such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

Z15.13 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

Z15.14 The *Client* may, at any time on not less than thirty (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 Agreement).

Z15.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may on not less than thirty (30) Working Days' notice to the *Consultant* amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

Z15.16 In the event that the Parties are Joint Controllers in respect of Personal Data under this Agreement, the Parties shall implement Clauses that are necessary to comply with GDPR Article 26 based on the terms set out in Appendix 3 of Schedule 8 (Processing Personal Data). The Parties shall provide the relevant details for their respective Data Protection Officer in the form appended at Appendix 3 of Schedule 8 to this contract.

Where the Parties are Independent Controllers of Personal Data

Z15.17 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data as Controller.

Z15.18 Each Party shall process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

Z15.19 Where a Party has provided Personal Data to the other Party in accordance with Clause Z15.17, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

Z15.20 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the processing of Personal Data for the purposes of this Agreement.

Z15.21 The Parties shall only provide Personal Data to each other:

- (a) to the extent necessary to perform the respective obligations under this Agreement;
- (b) in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
- (c) where it has recorded it in Appendix 3 of Schedule 8 (Processing Personal Data).

Z15.22 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

Z15.23 A Party processing Personal Data for the purposes of this Agreement shall maintain a record of its processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.

Z15.24 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Agreement (“the **Request Recipient**”):

- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- (b) where the request or correspondence is directed to the other party and/or relates to the other party’s Processing of the Personal Data, the Request Recipient will:
 - i. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and
 - ii. provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation

Z15.25 Each party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other party pursuant to this Agreement and shall:

- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;
- (b) implement any measures necessary to restore the security of any compromised Personal Data;
- (c) work with the other Party to make any required notifications to the Information Commissioner’s Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- (d) not do anything which may damage the reputation of the other Party or that Party’s relationship with the relevant Data Subjects, save as required by Law.

Z15.26 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Agreement as specified in Appendix 3 of Schedule 8 (Processing Personal Data).

Z15.27 Personal Data shall not be retained or processed for longer than is necessary to perform each Party’s obligations under this Agreement which is specified in Appendix 3 of Schedule 8 (Processing Personal Data).

Z15.28 Notwithstanding the general application of Clauses Z15.2 to Z15.15 to Personal Data, where the Consultant is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Clause Z15.16 to Z15.27.

Clause Z16

Insert a new Clause 107 (Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE))

Z16.1 The *Consultant* provides to the *Client* within 10 days of the *Client's* request such information in connection with TUPE as the *Client* may require. The *Consultant* promptly notifies the *Client* of any later change to information provided by it.

Z16.2 The *Consultant* acknowledges that the *Client* may disclose information provided by the *Consultant* to any replacement provider of services similar to the Services and any person tendering to become a replacement provider.

The *Client* obtains undertakings from any person to whom the information is disclosed not to disclose it to any other party (unless required to do so by Law).

Z16.3 During the 8 month period immediately prior to the Completion Date, the *Consultant* submits for the acceptance of the *Client* any proposals to amend materially the terms and conditions of employment of any employee whose work wholly or mainly falls within the scope of this Contract, increase materially the number of employees whose work (or any part of it) is work undertaken for the purposes of this Contract, or move or deploy any Key Person away from the performance of the service.

The *Client* may withhold acceptance if the proposal would increase the cost to the *Client* of this or any future contract for the service.

Z16.4 The *Consultant* does not do anything which may adversely affect the orderly transfer of responsibility for provision of the service.

Z16.5 The *Consultant* complies with, and ensures that any Subcontractor complies with, the Principles of Good Employment Practice published by the Cabinet Office in December 2010, as amended from time to time, or any similar code applicable to persons engaged on service contracts for any department or office of Her Majesty's Government.

Clause Z17

Insert a new Clause 108 Merger, take-over or change of control

Termination on Change of Control

Z17.1 The *Consultant* shall notify the *Client* immediately in writing and as soon as the *Consultant* is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone:

- (a) a Change of Control;
- (b) any material change to the direct or indirect legal or beneficial ownership of any shareholding in the *Consultant*. A change is material if it relates directly or indirectly to a change of 3% or more of the issued share capital of the *Consultant*; or
- (c) any material change in the composition of the *Consultant's* partnership. A change in the composition of the partnership is material if it directly or indirectly affects the performance of this Contract by the *Consultant*.

Z17.2 The *Consultant* shall notify the *Client* of any change, or proposed change in the name of or status of the *Consultant*.

Clause Z18

Insert a new Clause 109 (Audit)

Z18.1 The *Consultant* must attend regular progress meetings with the *Client* and provide reports on progress when specified in the Package Order.

Z18.2 The *Consultant* must keep and maintain full and accurate financial records and accounts on every transaction under the Contract (including the maintenance of Open Book Data):

- (a) during the Contract Period;
- (b) for seven (7) years after the End Date; and
- (c) in accordance with GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Schedule 1.

Z18.3 The *Client* or an Auditor can Audit the *Consultant*.

Z18.4 During an Audit, the *Consultant* must:

- (a) allow the *Client* or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the *Client* or to the Auditor and reasonable co-operation at their request.

Z18.5 Where the Audit of the *Consultant* is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the *Client*.

Z18.6 If the *Consultant* is not providing any of the Services, or is unable to provide them, it must immediately:

- (a) tell the *Client* and give reasons;
- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

Clause Z19

Insert a new Clause 110 (Appointment of Adjudicator)

Z19.1 The Adjudicator's appointment under the NEC4 Dispute Resolution Services Contract includes the following additional condition of contract:

"The Adjudicator complies and takes all reasonable steps to ensure that any persons advising or aiding him comply, with the Official Secrets Act 1989. Any information concerning the contract obtained either by the Adjudicator or any person advising or aiding him is confidential, and may not be used or disclosed by the Adjudicator or any such person except for the purposes of this Adjudication."

Clause Z20

Insert a new Clause 111 (Retention of Information)

Z20 Without prejudice to Clause Z18, the *Consultant* shall retain non-financial information obtained or prepared for this contract for a period of six (6) years following Completion. If requested by the *Client*, the *Consultant* shall make this information available for inspection by the *Client* or Others.

Clause Z21

Insert a new Clause 112 (Rights to Material)

Z21.1 Each Party keeps ownership of its own Existing IPRs. The *Consultant* gives the *Client* a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the *Consultant's* Existing IPR to enable it to both:

- (a) receive and use the Deliverables; and
- (b) make use of the Replacement Deliverables provided by a Replacement *Consultant*.

Z21.2 Any New IPR created under a Contract is owned by the *Client*. The *Client* gives the *Consultant* a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

Z21.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

Z21.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Z21 or otherwise agreed in writing.

Z21.5 If there is an IPR Claim, the *Consultant* indemnifies each *Client* against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

Z21.6 If an IPR Claim is made or anticipated the *Consultant* must at its own expense and the *Client's* sole option, either:

- (a) Obtain for the *Client* the rights in Z21.1 and Z21.2 without infringing any third party IPR; or
- (b) Replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

Clause Z22

Insert a new Clause 113 (Client Assets)

Z22.1 Where the *Client* issues Client Assets free of charge to the *Consultant* such Client Assets shall be and remain the property of the *Client* and the *Consultant* irrevocably licences the *Client* and its agents to enter upon any premises of the *Consultant* during normal business hours on reasonable notice to recover any such Client Assets. The *Consultant* does not have a lien or any other interest on the Client Assets and the *Consultant* at all times possesses the Client Assets as fiduciary agent and bailee of the *Client*. The *Consultant* takes all reasonable steps to ensure that the title of the *Client* to the Client Assets and the exclusion of any such lien or other interest are brought to the notice of all Subcontractors and other appropriate persons and, at the *Client's* request, stores the Client Assets separately and ensures that it is clearly identifiable as belonging to the *Client*.

Z22.2 The Client Assets are deemed to be in good condition when received by or on behalf of the *Consultant* unless the *Consultant* notifies the *Client* otherwise within five (5) Working Days of receipt.

Z22.3 The *Consultant* shall maintain the Client Assets in good order and condition (excluding fair wear and tear), and shall use the Client Assets solely in connection with the Package Order and for no other purpose without prior Approval.

Z22.4 The *Consultant* shall ensure the security of all the Client Assets whilst in its possession, either on the premises or elsewhere during the supply of the Services, in accordance with the *Client's* reasonable security requirements as required from time to time.

Z22.5 The *Consultant* is liable for all loss of, or damage to, the Client Assets (excluding fair wear and tear), unless such loss or damage was caused by the *Client's* Default. The *Consultant* shall inform the *Client* within two (2) Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Client Assets.

Clause Z23 **Insert a new clause 114 (Recovery)**

"The *Client* retains the right to deduct or to set-off any amount (whether arising under any term of this Package Order, or under any rule of law or of equity) against any monies due or to become due to the *Consultant* under this Package Order or any other contract entered into between the *Client* and the *Consultant*."

Clause Z24 **Insert new clause 115 (Guarantee)**

"Where DfT has procured a Guarantee under Clause 34.4 of the Framework Agreement, the Client may terminate the Package Order as a substantial Default of the Package Order for the purposes of clauses 91.2 and 91.3 of the NEC4 Conditions of Contract where:

- 41.7 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;
- 41.8 the Guarantor is in breach or anticipatory breach of the Guarantee;
- 41.9 an Insolvency Event occurs in respect of the Guarantor; or
- 41.10 the Guarantee becomes invalid or unenforceable for any reason whatsoever;

and in each case the Guarantee is not replaced by an alternative guarantee agreement which is acceptable to the Client."

Z25 **Insert a new clause 116 (Statement of Works)**

"The Client shall be entitled to commission additional work using the Statement of Works Call Off form at Appendix 5 hereof."

Z26 **Drafting note: include if appropriate**

[Clause Z... Amendments in respect of Option E Cost Reimbursable Contract¹⁰

Delete 11.2(17) and insert: "Defined Cost is the cost of the components in the Short Schedule of Cost Components less Disallowed Cost."

Insert: 11.2(19) "The People Rates are the people rates unless later changed in accordance with the contract."

Delete 11.2(21) and insert: "The Price for Service Provided to Date is the total Defined Cost for the work which has been completed plus the Fee (Noting that the fee will be zero in every case)."

Delete 50.8 – Other currencies

Delete 50.9 – Acceptance of Defined Cost]

¹⁰ **NOTE: Z26 Clause to be deleted if Option E is not applicable.**

APPENDIX 3 TO SCHEDULE 8

Processing Personal Data

1. PROCESSING PERSONAL DATA

- 1.1 This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Client at its absolute discretion.
- 1.2 The contact details of the Client's Data Protection Officer are:
- [Insert Contact details – for DfT use dataprotectionofficer@df.gov.uk]**
- 1.3 The contact details of the Consultant's Data Protection Officer are:
- [Insert Contact details]**
- 1.4 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.5 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Client is Controller and the Consultant is Processor</p> <p>The Parties acknowledge that in accordance with Z15.2 and for the purposes of the Data Protection Legislation, Client is the Controller and the Consultant is the Processor of the following Personal Data:</p> <p>[Insert the scope of Personal Data for which the purposes and means of the processing by the Consultant is determined by Client]</p> <p>The Consultant is Controller and Client is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Consultant is the Controller and Client is the Processor in accordance with Z15.2 of the following Personal Data:</p> <p>[Insert the scope of Personal Data for which the purposes and means of the processing by Client is determined by the Consultant]</p> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>[Insert the scope of Personal Data for which the purposes and means of the processing is determined by both Parties together]</p>
	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> Business contact details of Consultant Personnel, Business contact details of any directors, officers, employees, agents, consultants and contractors of Client (excluding the Consultant

Description	Details
	<p>Personnel) engaged in the performance of Client's duties under this Agreement).</p> <p>[Insert the scope of other Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its processing the Personal Data on receipt.</p> <p>Eg where (1) the Consultant has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that Client cannot dictate the way in which Personal Data is processed by the Consultant, or (3) where the Consultant comes to the transaction with Personal Data for which it is already Controller for use by Client]</p>
Duration of the processing	[Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might be: employment processing, statutory obligation, recruitment assessment etc]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under Law or Data Protection Legislation to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]

APPENDIX 4 TO SCHEDULE 8

Joint Controller Agreement

1. JOINT CONTROLLER STATUS AND ALLOCATION OF RESPONSIBILITIES

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Appendix 4 (Joint Controller Agreement) in replacement of Z15.2 (Where one Party is Controller and the other Party is Processor) and Z15.17 (Where the Parties are Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the [Consultant/Client]:
- 1.2.1 is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
 - 1.2.2 shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - 1.2.3 is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
 - 1.2.4 is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - 1.2.5 shall make available to Data Subjects the essence of this Joint Controller Agreement (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Consultant's/Client's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of Paragraph 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Data Controller.

2. UNDERTAKINGS OF BOTH PARTIES

- 2.1 The Consultant and the Client each undertake that they shall:
- 2.1.1 report to the other Party every [x] months on:
 - (a) the volume of Data Subject Requests (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
 - (b) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (c) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

- (d) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - (e) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

that it has received in relation to the subject matter of the Agreement during that period;
- 2.1.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Paragraphs 2.1.1(a) to (e);
- 2.1.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Paragraphs 2.1.1(a) to (e) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- 2.1.4 not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under this Agreement or is required by Law). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- 2.1.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- 2.1.6 ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- 2.1.7 take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (a) are aware of and comply with their duties under this Annex1 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (b) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - (c) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 2.1.8 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;
- 2.1.9 ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of

a Data Subject all the Personal Data relating to that Data Subject that the Consultant holds; and

- 2.1.10 ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.
- 2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its' obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. DATA PROTECTION BREACH

- 3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within forty eight (48) hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:
- 3.1.1 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
- 3.1.2 all reasonable assistance, including:
- (a) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (b) co-operation with the other Party including taking such reasonable steps as are directed by Client to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach;
 - (d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Paragraph 3.2.
- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as if it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within forty eight (48) hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
- 3.2.1 the nature of the Personal Data Breach;
- 3.2.2 the nature of Personal Data affected;
- 3.2.3 the categories and number of Data Subjects concerned;
- 3.2.4 the name and contact details of the Consultant's Data Protection Officer or other relevant contact from whom more information may be obtained;
- 3.2.5 measures taken or proposed to be taken to address the Personal Data Breach; and
- 3.2.6 describe the likely consequences of the Personal Data Breach.

4. AUDIT

4.1 The Consultant shall permit:

4.1.1 the Client, or a third-party Auditor acting under Client's direction, to conduct, at the Client's cost, data privacy and security audits, assessments and inspections concerning the Consultant's data security and privacy procedures relating to Personal Data, its compliance with this Annex and the Data Protection Legislation.

4.1.2 the Client, or a third-party Auditor acting under the Client's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Consultant so far as relevant to the Agreement, and procedures, including premises under the control of any third party appointed by the Consultant to assist in the provision of the Services.

4.2 The Client may, in its sole discretion, require the Consultant to provide evidence of the Consultant's compliance with Paragraph 4.1 in lieu of conducting such an audit, assessment or inspection.

5. IMPACT ASSESSMENTS

The Parties shall:

5.1 provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing operations, risks and measures);

5.2 maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with this Agreement, in accordance with the terms of Article 30 GDPR.

6. ICO GUIDANCE

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Client may on not less than thirty (30) Working Days' notice to the Consultant amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. LIABILITIES FOR DATA PROTECTION BREACH

7.1 If financial penalties are imposed by the Information Commissioner on either the Client or the Consultant for a Personal Data Breach (**Financial Penalties**) then the following shall occur:

7.1.1 if in the view of the Information Commissioner, the Client is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Client, its employees, agents, contractors (other than the Consultant) or systems and procedures controlled by the Client, then the Client shall be responsible for the payment of such Financial Penalties. In this case, the Client will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such data incident. The Consultant shall provide to the Client and its third party investigators and auditors, on request and at the Consultant's reasonable cost, full cooperation and access to conduct a thorough audit of such data incident;

7.1.2 if in the view of the Information Commissioner, the Consultant is responsible for the Personal Data Breach, in that it is not a breach that the Client is responsible for, then the Consultant shall be responsible for the payment of these Financial Penalties. The Consultant will provide to the Client and its auditors, on request and at the Consultant's sole cost, full cooperation and access to conduct a thorough audit of such data incident.

7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Client and the Consultant shall work together to investigate the relevant data incident

and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Option W2 of The NEC4 Conditions of Contract.

- 7.2 If either the Client or the Consultant is the defendant in a legal claim brought before a court of competent jurisdiction (**Court**) by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (**Claim Losses**):
- 7.3.1 if the Client is responsible for the relevant breach, then the Client shall be responsible for the Claim Losses;
 - 7.3.2 if the Consultant is responsible for the relevant breach, then the Consultant shall be responsible for the Claim Losses: and
 - 7.3.3 if responsibility is unclear, then the Client and the Consultant shall be responsible for the Claim Losses equally.
- 7.4 Nothing in Paragraphs 7.2 to 7.3 shall preclude the Client and the Consultant reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the breach and the legal and financial obligations of the Client.

8. TERMINATION

If the Consultant is in material Default under any of its obligations under Appendix 4 (Joint Control Agreement), the Client shall be entitled to terminate this Package Order in accordance with Clause 91.2 of the NEC4 Conditions of Contract.

9. SUB-PROCESSING

In respect of any Processing of Personal performed by a third party on behalf of a Party, that Party shall:

- 9.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by this Agreement, and provide evidence of such due diligence to the other Party where reasonably requested; and
- 9.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. DATA RETENTION

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by a Party for statutory compliance purposes or as otherwise required by this Agreement), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

APPENDIX 5 TO SCHEDULE 8

STATEMENT OF WORKS (SOW)

STATEMENT OF WORK CALL OFF FORM

This Statement of Work is issued under and in accordance with the Contract for [DfT/Client] or the [XXXXX Programme].

CALL-OFF NAME:	<i>[Insert appropriate title to identify the piece of work/advice being commissioned].</i>
DATE:	
CALL-OFF REFERENCE:	<i>[Unique identifier to be generated by the DfT/Client Service Manager from the relevant advisor work scoping log in the advisor management folders].</i>
DfT / CLIENT SERVICE MANAGER:	
PROGRAMME DELIVERY OR STRATEGY RATE CARD	
DESCRIPTION OF REQUIREMENTS	<p><i>Strategic examples:</i></p> <ul style="list-style-type: none"> <i>Advise on overarching approach to leading and driving the delivery of the [XXXX Programme], including by supporting and guiding the SRO, Programme Director and other senior leaders across the Programme.</i> <i>Advise on overarching execution strategy for the delivery and programme management of the [XXXX Programme], including: programme vision and principles; delivery prioritisation; the overarching strategic direction for delivering several related projects across multiple organisations; internally and externally, over the course of the programme</i> <p><i>Programme Examples</i></p> <ul style="list-style-type: none"> <i>Refinement of programme governance; input into work to understand how this governance evolves over the course of the programme; advise on managing interactions with business as usual governance.</i>

	<ul style="list-style-type: none"> • Analysis of business functions that enable the development of the right capabilities across the industry • Ad-hoc requirements
PROJECT START DATE & EXPECTED DURATION:	<i>[Insert expected timescales for completion of the work, including any deadlines for drafts or interim outputs for review].</i>
PROJECT PLAN & KEY MILESTONES	<i>[Use this space to highlight any milestones, where any work is critical and should be prioritised and/or to explain where any deadlines are particularly key and cannot be missed].</i>
IMPLICATIONS OF NOT UNDERTAKING THIS CALL-OFF	<i>[A summary of why the work is crucial to the delivery of the Programme and why this must be commissioned externally e.g. areas of expertise not in-house, internal resource constraints].</i>
CONTRACT CHARGES:	<p><i>It is expected that pricing will be based on the bids received for THRE000X and will not exceed the maximum framework rates.</i></p> <p><i>To be populated by the DfT/Client Service Manager once they have received the Cost Proposal from the Consultant. This should include a break-down of resources to be allocated to the work, and the total amount proposed for this call-off.</i></p> <p><i>The DfT/Client will not pay for an increased rate for an individual promoted to a higher grade during the term of the contract or call-offs.</i></p> <p><i>Any amendments in pricing from the bids received for THRE000X for the Call-Off initiation will need sign off by DfT Group Commercial Directorate/Client.</i></p>
CONFLICTS OF INTEREST STATEMENT:	<i>The Consultant should confirm here that they are not conflicted for this work package and confirm whether their conflicts status has changed since their bid for THRE000X</i>
DOCUMENTS FOR SIGN OFF:	<i>Provide any additional pricing information/documentation from the Consultant.</i>

AUTHORISED CONSULTANT APPROVER:	DATE:
	NAME & POSITION: <i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Supplier for this project.</i>
	SIGNATURE:
AUTHORISED DFT/CLIENT APPROVER: (DIRECTOR/DEPUTY-DIRECTOR LEVEL)	DATE:
	NAME & POSITION: <i>Set out details of the person(s) who have the DfT/Client to approve budget decisions on behalf of DfT/Client for this project.</i> <i>NB: Where this involves a change in scope as Change Control will need to be completed.</i>
	SIGNATURE:
AUTHORISED DFT SERVICE MANAGER	DATE:
	NAME & POSITION: <i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of DfT/Client for this project.</i> <i>NB: Where this involves a change in scope as Change Control will need to be completed.</i>
	SIGNATURE:
AUTHORISED APPROVER DfT GROUP COMMERCIAL DIRECTORATE/CLIENT:	DATE:
	NAME & POSITION:
	SIGNATURE:

SOW VARIATION (IF APPLICABLE)	
CHANGE TO THE SCOPE	<i>Provide information on changes to the scope and an explanation of why this has changed.</i>
CHANGE TO THE PROJECT DURATION	<i>Provide information on changes to the project duration and an explanation of why this has changed.</i>
CHANGE TO THE CONTRACT CHARGES	<i>Provide information on changes to the contract charges and an explanation of why this has changed. The Consultant is expected to provide an updated Cost Proposal if there are any changes to the contract charges. Please include the updated contract charges and reference the document title of the updated supplier Cost Proposal.</i>
DOCUMENTS FOR SIGN OFF:	<i>Provide any additional pricing information/documentation from the Consultant.</i>
AUTHORISED CONSULTANT APPROVER:	DATE:
	NAME & POSITION: <i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Consultant for this project.</i>
	SIGNATURE:
AUTHORISED DFT/CLIENT APPROVER: (DIRECTOR/DEPUTY-DIRECTOR LEVEL)	DATE:
	NAME & POSITION: <i>Set out details of the person(s) who have the authority to approve budget decisions on behalf of DfT/Client for this project.</i> <i>NB: Where this involves a change in scope as Change Control will need to be completed.</i>
	SIGNATURE:
AUTHORISED DFT/CLIENT SERVICE MANAGER	DATE:
	NAME & POSITION: <i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of DfT/Client for this project.</i> <i>NB: Where this involves a change in scope as Change Control will need to be completed.</i>
	SIGNATURE:

AUTHORISED APPROVER DfT/CLIENT GROUP COMMERCIAL DIRECTORATE:	DATE:
	NAME & POSITION:
	SIGNATURE:

Guidance

- Only the Service Manager or his/her agreed substitute may formally commission work through a SoW. All requests for work from the business must be channelled to the Service Manager. The DfT/Client is responsible for drafting SoWs which will then be submitted to the Service Manager to agree with the Consultant. For the avoidance of doubt, the Consultant is not permitted to draft any SoWs.
- The DfT/Client is expected to complete this form and then send to the Consultant to review. The Consultant is then expected to provide any comments and provide a cost proposal for the activities outlined in the scope via email correspondence.
- The DfT/Client will review the cost proposal to ensure costs are compliant with the rate cards and align with the activities outlined in the scope.
- If satisfied, the DfT/Client should update the 'Contract Charges' section and the 'Documents for Sign Off' section and then ask the supplier to sign off the Statement of Works and then send back to the DfT/Client .
- The DfT/Client Service Manager and Deputy Director) should provide sign off and then lastly send it to Group Commercial for sign off. The fully signed Statement of Works should be shared with the Consultant for their record.
- If there are any variations to a SoW, the DfT/Client is expected to complete the Variation section of the SoW and complete the relevant fields (i.e if there is a change in the project duration then only complete this section). Again, this should be shared with the Consultant for review and comment. If there is a change to the Contract Charges, the Consultant is expected to provide an updated Cost Proposal. All parties will need to provide sign off to this variation.

SCHEDULE 9 – KEY PERFORMANCE INDICATORS

PART 1 – FRAMEWORK KEY PERFORMANCE INDICATORS

(TO BE READ WITH CLAUSES 12.5, 12.6, 13 AND 14)

1. Introduction

- 1.1. As set out in Clause 13 of the Framework Agreement performance monitoring will form an important element of the management of the Consultant's appointment to the Framework Agreement. DfT aims to ensure that the Services performed under a Package Order are value for money and their outputs meet the standard required by each Package Order.
- 1.2. The performance mechanism supports this intention aiming to ensure that the Framework Agreement contains high performing Consultants who can support delivery of the services under the Package Orders in a consistent manner and aims to enable the DfT to suspend or remove poor performing Consultants.

2. Key Performance Indicators and Measurement

- 2.1. Performance will be measured by assessing the Consultant using the Key Performance Indicators set out in paragraph 7 below. Performance of any Sub-Consultant or third party engaged by or on behalf of the Consultant will be reported solely against the principal Consultant.
- 2.2. Performance will be scored as set out in the Table at paragraph 7 below and scores for each Consultant will be assessed every Quarter. The quarterly review will consider the points awarded and if the Consultant scores:
 - 2.2.1. from 451 to 550 (inclusive) points then there are potential areas for improvement (Level 3 below);
 - 2.2.2. from 201 to 450 (inclusive) points then there is cause for concern (Level 2 below); and
 - 2.2.3. 200 points or less then there is immediate cause for concern (Level 1 below).
- 2.3. Depending on the scores allocated and the feedback provided the Framework Manager shall instigate the performance actions as set out in paragraph 3 below.

3. Performance Actions

3.1. Level 3 - Areas for improvement:

- 3.1.1. Where the failure to meet the Key Performance Indicators feedback highlights **potential areas for improvement**. Consultants will be required to submit a brief summary of performance to date and record a detailed **improvement plan** to resolve matters of concern highlighted by the performance review. DfT reserves the right to seek attendance by the Consultant at a review meeting to discuss the improvement plan.
- 3.1.2. All improvement plans will be recorded and logged with the Framework Manager.

3.2. Level 2 – Cause for concern:

- 3.2.1. Where feedback indicates **cause for concern**. Consultants will be required to submit a brief summary of performance to date and record a detailed **Action Plan** to resolve matters of concern highlighted by the performance review.
- 3.2.2. The Consultant may also be asked to attend a review meeting with the Framework Manager or their delegate to discuss the concerns and implementation of the action plan.

- 3.2.3. At DfT's absolute discretion the Consultant may be suspended from being awarded further direct awards or from bidding for further Package Orders to enable the Action Plan to be implemented and performance to be reviewed post completion of the Action Plan. The period of suspension will be between one (1) and three (3) months depending on the level of improvement required.

3.3. **Level 1 – Immediate cause for concern:**

- 3.3.1. Where the score indicates **immediate cause for concern**. Consultants will be required to submit a brief summary of performance to date and record a detailed Action Plan in accordance with Clause 14 of the Framework Agreement to resolve matters of concern highlighted by the performance review.
- 3.3.2. The Consultant will also be asked to attend a review meeting with the Framework Manager or their delegate to discuss the score and implementation of the Action Plan.
- 3.3.3. At DfT's absolute discretion DfT may immediately suspend the Consultant from bidding for Package Orders for three months.
- 3.3.4. The suspension will be reviewed at the end of the suspension period and a meeting will be held to review progress against the agreed Action Plan. The following will then be available to the Framework Manager:
 - 3.3.4.1. extension of the suspension period by up to a further three months pending completion of outstanding actions from the Action Plan;
 - 3.3.4.2. lifting of the suspension; and
 - 3.3.4.3. termination of the Framework Agreement for repeated failure to meet the Action Plan or as an outcome of investigation into the cause of the Level 1 response. For the avoidance of doubt the termination of the Framework Agreement will not affect the validity of the Package Orders.

4. **Action Plan**

- 4.1.1. If required as part of the responses in paragraph 3 above, the Consultant shall produce an Action Plan within the timeframe set out by DfT. The Action Plan shall set out in detail the Consultant's proposed approach and programme to correct any specified instances where the Framework KPI Target has not been met. Each Action Plan will be issued to DfT for review and acceptance.
- 4.1.2. In the event that DfT does not accept the Action Plan, the Consultant shall be required to review the Action Plan and propose amendments and resubmit to DfT for approval. If DfT does not approve the Action Plan the matter shall be dealt with as a Dispute in accordance with the Dispute Resolution Procedure.
- 4.1.3. The Consultant shall initiate and carry out, efficiently and expeditiously, rectification of any deficiencies in any aspect of the Consultant's performance as soon as the Consultant knows that its performance has breached any Framework KPI, including in circumstances where an Action Plan has not yet been accepted by DfT.
- 4.1.4. The Consultant shall implement the Action Plan as soon as DfT informs the Consultant that it is accepted. All rectification activity resulting from an Action Plan shall be completed expeditiously, and in any case within three (3) months of the date that DfT communicates acceptance of the Consultant's Action Plan, so that performance scores at or above Framework KPI Minimum Threshold shall be restored. If there is no evidence of such performance restoration, DfT reserves the right to:
 - 4.1.4.1. for Level 2 and Level 1 response: apply a suspension period or extend the suspension period by up to a further three months pending completion of outstanding actions from the Action Plan;

4.1.4.2. for a Level 1 response only or for a Level 2 response which is repeated in 3 or more consecutive quarters, terminate the Framework Agreement as set out in paragraph 3.3.5.3 above,

for the avoidance of doubt the termination of the Framework Agreement will not affect the validity of the Package Orders.

4.1.5. Any rectification in relation to performance improvement shall be at the Consultant's cost.

5. Package Order KPIs

5.1. The Consultant performance process by which a Package Order will be managed is set out in Part 2 of this Schedule 9 and the process flow-chart at Appendix 1 to Schedule 9.

6. Inactivity

6.1. In the event that a Consultant has not submitted a realistic bid in response to a Mini-Competition over a period of six months in response to Invitations issued by any Client, DfT reserves the right to apply a Level 2 or 1 response as applicable and review the activity of the Consultant.

7. Framework Key Performance Indicators

KPI number	Key Performance Indicator (KPI)	KPI Target	Measured by	Scores	Max Score
1.1	MI Submission¹¹ Consultant to submit scores for each Package Order to include all Package Order KPIs to DfT by the ninth (9 th) calendar day of each Quarter. For the avoidance of doubt Consultant to report against all Package Orders it is appointed to including in particular (and without limitation) Package Order Scorecard results for PO KPI 1 (Deliverables) and PO KPI 2 (Resources) together with relevant reporting in accordance with PO KPI 5 and submission of invoices in a timely manner in accordance with the terms of the Package Order.	100% to be submitted by the ninth (9 th) calendar day of the beginning of each Quarter.	Confirmation of receipt by reference to the submission date of the completed MI Report submitted to the STAR <i>Three</i> Mailbox [INSERT]	If : <ul style="list-style-type: none"> KPI Target met = score 100 points. If submitted between 10th and 15th calendar day after the beginning of each Quarter = 50 points If submitted later than 16 calendar days after the beginning of the Quarter = 0 points. 	100

¹¹ Consultant to note that the MI Submission should include all Package Orders. If more than one MI report is submitted then the latest submission date of reports is taken into account for the purposes of this KPI 1.1.

KPI number	Key Performance Indicator (KPI)	KPI Target	Measured by	Scores	Max Score
1.2	Client satisfaction: Satisfactory score to be achieved across all Package Order services delivered in Quarter as reported using the score card for Package Order KPI1 (Deliverables) in relation to performance in the previous Quarter.	Threshold is average score of 6 on KPI 1 on all Package Orders in previous Quarter.	Reference to the MI Report provided to DfT by the Consultant confirming the average of all the scores for Package Order KPI 1 (Deliverables), as provided to each Client as part of the Package Order Scorecard, for the applicable Quarter.	If : <ul style="list-style-type: none"> Average score of 6 or more = 100 points. Average score between 4 and 5.99 = 75 points. Average score between 2 and 3.99 = 50 points. Average score of less than 2 = 0 points. 	100
1.3	Client satisfaction: Satisfactory score to be achieved across all Package Order services delivered in Quarter as reported using the score card for Package Order KPI2 (Resources) in relation to performance in the previous Quarter.	Threshold is average score of 6 on KPI 2 on all Package Orders in previous Quarter.	Reference to the MI Report provided to DfT by the Consultant confirming the average of all the scores for Package Order KPI 1 (Deliverables), as provided to each Client as part of the Contract Scorecard, for the applicable Quarter.	If : <ul style="list-style-type: none"> Average score of 6 or more = 100 points. Average score between 4 and 5.99 = 75 points. Average score between 2 and 3.99 = 50 points. Average score of less than 2 = 0 points. 	100
2	Consultant Compliance Reporting on Package Orders The Consultant to comply with its monthly reporting requirements for all Package Orders in respect of: <ol style="list-style-type: none"> Schedule 9 (Package Order KPIs); Schedule 10 (Application for Payment); and Schedule 11 (Consultant's Progress Report). 	100% to be submitted by the ninth (9 th) calendar day of the month in which the report is submitted under the Package Order and average taken over the Quarter.	Reference to the "Supplier compliance reporting" columns in the MI Report provided to DfT by the Consultant. To be calculated as an average across the Quarter across ALL Package Orders the Consultant is working on e.g., Package Order 1 submitted 7 days after end of month. Package Order 2 submitted 7 days	If: <ul style="list-style-type: none"> Average submission date is 9 calendar days or less = score 100 points. If average submission date is greater than 9 calendar days but less than or equal to 15 calendar days = 50 points. If average 	100

KPI number	Key Performance Indicator (KPI)	KPI Target	Measured by	Scores	Max Score
	To be reported as part of the MI report to DfT each Quarter.		after end of month. Package Order 3 submitted 16 days after end of month. Average submission date = 10 days.	submission date is greater than 15 days = 0 points.	
3	<i>Social Value – use of SMEs to develop diverse supply chains – SME quarterly declaration</i> The Consultant to provide the SME quarterly declaration with the MI Report to DfT by the ninth (9 th) calendar day of each Quarter.	100% to be submitted by the ninth (9 th) calendar day of each Quarter.	Confirmation of receipt by reference to the submission date of the completed section (as applicable) of the MI Report submitted to the STAR <i>Three</i> Mailbox [INSERT]	If: <ul style="list-style-type: none"> KPI Target met = score 100 points. If submitted between 10th and 15th calendar day of the beginning of each Quarter = score 50 points. If submitted later than 16 calendar days after the beginning of the Quarter = score 0 points. 	100
4.1	<i>Social Value – use of SMEs to develop diverse supply chains (Package Order KPI 4.1)</i> The Consultant to deliver the SME target(s) proposed by the Consultant in each Package Order as reported under each Package Order as part of PO KPI 4.1 (Social Value) and confirmed in the MI Report.	The % target proposed by Consultant is reached on ALL Package Orders in a Quarter.	Average percentage of times Package Order KPI 4.1 (Social Value) is met in each Quarter for example: Package Order 1 target not met. Package Order 2 target met. Package Order 3 target not met. Package Order 4 target not met. Average across Package Orders is $\frac{1}{4}$ which is 25%	If average as calculated by reference to the MI Report across all Package Orders being carried out in relevant Quarter is: <ul style="list-style-type: none"> Scores 100% = score 50 points. Greater than or equal to 50% but less than 100% = 25 points. Greater than or equal to 25% but less than 50% = score 10 points. If less than 	50

KPI number	Key Performance Indicator (KPI)	KPI Target	Measured by	Scores	Max Score
				25% = score 0 points	
4.2	<p>Social Value – use by Consultant of SMEs to develop diverse supply chains 33% target</p> <p>The value of the work undertaken by SMEs across all Package Orders in each Quarter as reported as part of PO KPI 4.2 meets the SME target of at least 33% of the total value of works delivered by the Consultant</p>	33% of the total value of all work undertaken by Consultant to be provided by SMEs.	Percentage of the work undertaken by SMEs in the relevant Quarter calculated against the total value of the Package Orders carried out in the relevant Quarter by the Consultant.	<p>If percentage as calculated by reference to the MI Report across all Package Orders being carried out in relevant Quarter is:</p> <ul style="list-style-type: none"> 33% or more = score 100 points Greater than or equal to 15% and less than 33% = score 50 points less than 15% = score 0 points 	100
5.	<p>Management Charge</p> <p>The Consultant to pay the Management Charge for each Quarter on time, in accordance with Clause 17.3.</p>	100% of the Management Charge is paid on time.	Confirmation of receipt by DfT of the Management Charge due in accordance with the timescales set out in Clause 17.3.	<p>Without prejudice to the provisions of Clause 12.6 which shall apply, if the Management Charge is paid on average:</p> <ul style="list-style-type: none"> 100% of invoices are paid 30 calendar days or less after the date of the issue of the invoice = 50 points Less than 100% but greater than 50% of invoices are paid 30 calendar days or less after the date of issue of the invoice = 25 points 50% or less are paid 30 	50

KPI number	Key Performance Indicator (KPI)	KPI Target	Measured by	Scores	Max Score
				calendar days or less after the date of issue of the invoice = 0 points	
Max number of points:					700

SCHEDULE 9 - PART 2

8. Package Order KPIs

Each Package Order Request will include a defined Package Order KPI requirement as part of the call off process, which will be monitored for the purposes of the Framework Agreement, in line with Clauses 12, 13 and 14 of the Framework Agreement. The following table shows the scoring scale that will be used for Package Order KPIs:

0	Completely Dissatisfied
2	Highly Dissatisfied
4	Mildly Dissatisfied
6	Mildly Satisfied
8	Highly Satisfied
10	Completely Satisfied

The agreed Package Order KPIs will incorporate the PO KPIs 1-7 set out in the table below and may also include other Package Order-specific KPIs. These will then be included in a Contract Scorecard for completion on-line. A maximum weighted score of 100 is available for each completed Contract Scorecard.

The Consultant will self-assess and the Client will finalise the score for each Package Order KPI in accordance with the provisions set out in the Package Order (see section 7 of the Form of Agreement for Package Orders).

In the event that the Consultant scores less than the minimum threshold of 4 out of 10 (**Package Order KPI Minimum Threshold**) at the end of any month for any of the individual Package Order KPIs, as set out in the Contract Scorecard, then the Consultant shall produce an **Action Plan** (see section 7 of the Form of Agreement for Package Orders).

The completed Scorecards must be completed monthly and submitted to DfT via the DfT Sourcing Portal, and will also be fed into the Quarterly Framework MI Report (see Schedule 24 of the Framework Agreement).

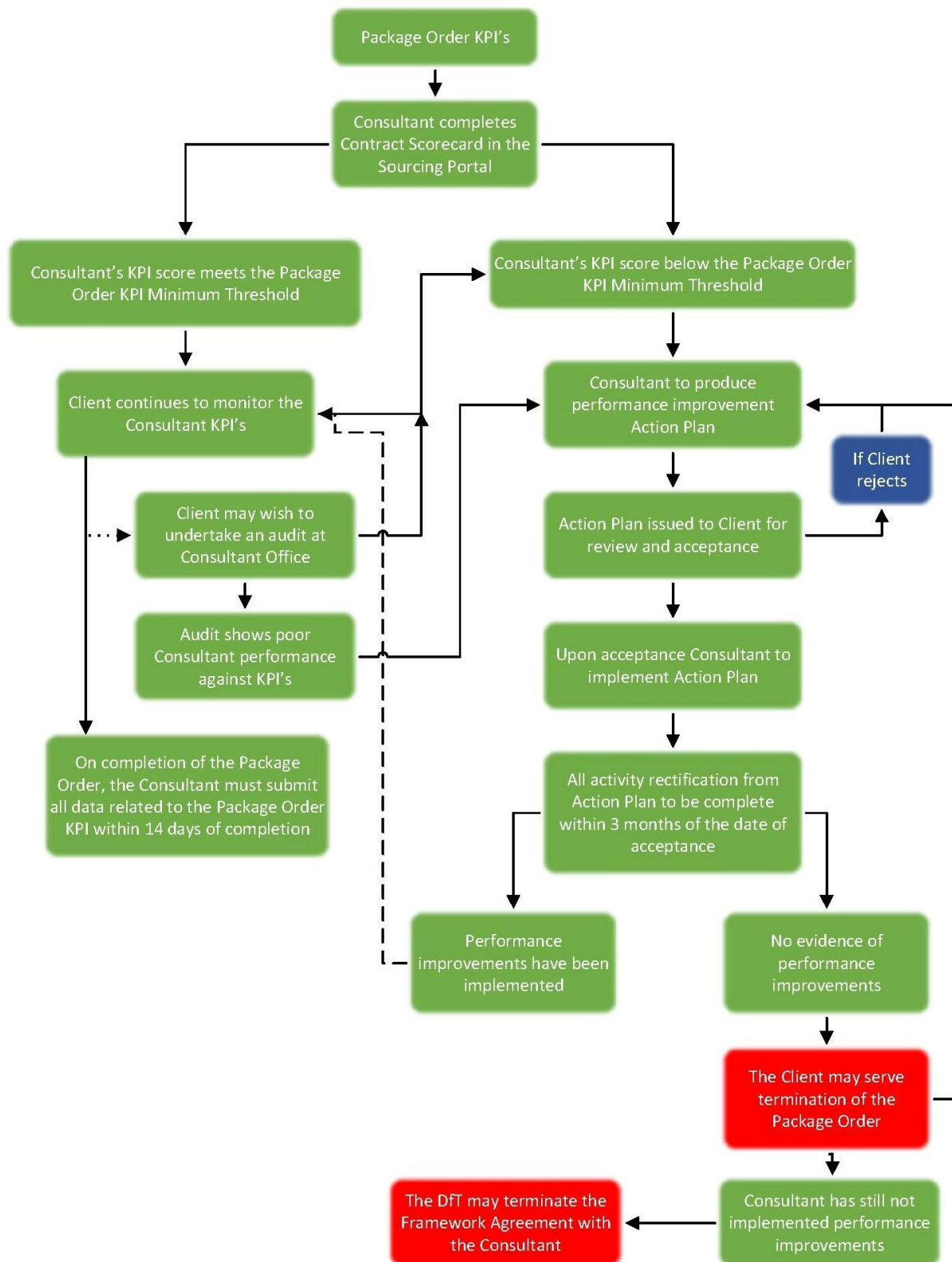
	Key Performance Indicator	Measurement Methodology	Maximum Score available	Sub-Weighting
PO KPI 1 Deliverables	Overall Project Deliverables	<p>How satisfied should the Client be with the delivery of the services from the Consultant?</p> <p>Have all the deliverables been met in accordance with the requirements and expectations on quality?</p> <p>Has the Consultant provided sufficient assurance to their deliverables?</p> <p>Has the Consultant provided updates on each of Statement of Work which should include a status report for each SoW?</p> <p>Have all the outputs in the SoW been completed within the specified timeframe?</p>	10	20%
PO KPI 2 Resources	Resource Competence	<p>How satisfied should the Client be with the Consultant's resources appointed to the project?</p> <p>Are these resources competent and suitably qualified to perform the work required of them by the project?</p> <p>Do the resources communicate effectively, attend regular meetings / conference calls and follow-up accordingly, as required by the project?</p> <p>Are the resources deliverables consistent with the required reporting / evaluations expected by the Client team?</p>	10	25%
PO KPI 3 Time	Mobilisation, and Delivery to Programme / Project Deadlines	<p>Has the Consultant mobilised in a manner consistent with the Client team's expectations?</p> <p>How satisfied should the Client be with the programme management by the Consultant?</p>	10	20%

	Key Performance Indicator	Measurement Methodology	Maximum Score available	Sub-Weighting
		<p>Has the Consultant suitably managed resources and project deliverables in a timely manner?</p> <p>If not, has the Consultant provided suitable notice of any possible delays to the programme and/or identified suitable corrective action and acted accordingly?</p> <p>Is the Client satisfied that the overall programme is under control?</p>		
Social Value PO KPI 4.1 - % of the work carried out by SMEs against target proposed by Consultant in each Package Order	Social Value Theme 2 - Reducing economic inequality - Percentage of Fee Earned by SMEs	Has the Consultant complied with its proposals in the Package Order in relation to total fee earned in the delivery of this work order by SME?	10	5%
Social Value PO KPI 4.2 Value of works carried out by SMEs	Social Value Theme 2 - Reducing economic inequality - Percentage of Fee Earned by SMEs	Has the Consultant complied with the STAR <i>Three</i> Framework Agreement SME requirement to ensure that SMEs carry out at least 33% of the total fee earned in the delivery of this work order?	10	5%
PO KPI 5 Reporting	Project Reporting and Management	<p>The Consultant is responsible for monthly reporting in line with the STAR <i>Three</i> Framework Agreement which includes project costs, performance and forecasts. How satisfied is the Client with the Consultant's reports?</p> <p>Is the Client Satisfied that it can clear GRNs and pay the approved invoices?</p> <p>How satisfied is the Client in the Supplier's budget management?</p>	10	10%

	Key Performance Indicator	Measurement Methodology	Maximum Score available	Sub-Weighting
PO KPI 6 Knowledge Transfer	Knowledge Transfer	<p>How satisfied is the Client with the Consultant's approach to knowledge transfer?</p> <p>Has the Consultant provided an on-going programme of activities?</p> <p>Has the Consultant delivered suitable standards of knowledge transfer where it has been undertaken?</p> <p>Has there been appropriate knowledge transfer on elements that would be relevant to closure and exit of the contract?</p>	10	10%
PO KPI 7 Exit Plan	Exit Strategy	<p>Has the Consultant passed onto the Client as part of the exit process all information required for future use by the Client or their Consultants, therefore enabling the project to be closed off with no outstanding dependencies?</p> <p>Has the Consultant provided the draft exit strategy within one month of the contract commencing?</p> <p>Has the Consultant provided quarterly (from contract commencement date) updated exit plans?</p>	10	5%
			100%	

APPENDIX 1 TO SCHEDULE 9

Consultant Performance Measurement Process Map for Package Order KPIs



SCHEDULE 10 – APPLICATION FOR PAYMENT

1. This Schedule sets out a template “application for payment” which is to be used by the Consultant for the purposes of payment under each Package Order. It will be available on the Sourcing Portal.
2. The Consultant shall submit each application for payment to the relevant Client using the form set out in this Schedule.
3. The Service Manager will agree the period activity and value of the application for payment that has been accepted following which the Consultant may submit their invoice to the Shared Service Centre (or as notified) for payment. Invoices must be sent to the Client’s Shared Service Centre (SSC).

4. TEMPLATE GUIDANCE

- 4.1 The ‘Total Cost’ column relates to the period that is being claimed.
- 4.2 The ‘Total Amount Completed to Date’ is the cumulative cost from commencement of the Package Order.
- 4.3 The ‘Total Amount Previously Applied’ is the cumulative cost from the previous application for payment.



Application for Payment

Project Name:

Project Number:

Contract Date:

Application No.:

Period To:

Consultant:

Cost Breakdown Schedule

A	B	C	D	E	F	G	H	I
Item	POSITION	SME (Y/N)	Quantity	Unit Rate	Total Cost (D x E)	Total Amount Completed to date	Total Amount Previously Applied	Amount this Period (G – H)
		Y	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		Y	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		Y	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		Y	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		Y	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		Y	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		Y	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		Y	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		Y	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		N	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		N	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		N	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		N	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		N	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		N	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		N	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		N	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
		N	1	£ 100.00	£100.00	£200.00	£100.00	£100.00
TOTAL					£1,500.00	£3,000.00	£1,500.00	£1,500.00
	SME % to date	53%						

Consultant: _____

Certified By:

Client: _____

Certified By:

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

Total Cost is for the period being claimed.

Total Amount Completed to Date is the cumulative cost from commencement of the Package Order

Total Amount Previously Applied is the cumulative cost from the previous Application for Payment.

SCHEDULE 11 – CONSULTANT'S PROGRESS REPORT

1 GENERAL INFORMATION	
Guidance:	
<p>In line with the STAR <i>Three</i> Framework ITT and Clause 12 of the STAR <i>Three</i> Framework Agreement, the Consultant is required to provide the Service Manager with regular update reports on the progress of each Package Order, performance monitoring information.</p> <p>This document provides the template that the Consultant is to use as the basis of its report which shall be presented to the Service Manager on a four-weekly basis (unless frequency of meetings are otherwise agreed with the DfT) in advance of its regular review meetings at which it is to present and discuss the contents of this report, the Package Order Schedule 9 KPI Scorecard submission and the Schedule 10 Application for Payment. The templates for Schedules 9, 10 and 11 are available on the Sourcing Portal.</p>	
Package Order (PO) Details	
PO Reference	
PO Title	
Consultant	
Client Service Manager (CSM)	
Start Date	
Review Meeting Date	
Consultant Report Number	
2 GENERAL UPDATE	
Overview and Issues	
3 PROGRESS & FORECAST	
Activities and deliverables carried out during the past four weeks	
Headline information and where relevant Consultants are to identify key resources	
Activities and deliverables planned for the next four weeks	
Headline information and where relevant Consultants are to identify key resources	

4 STATUS OF PROJECT PLAN / SERVICES PLAN					
Guidance:					
Where relevant Consultants are to reference key milestones and deliverables set out in their Package Order proposal					
WP or 'New' deliverable Reference	Proposed Deliverable Date	Forecast Deliverable Date <i>(Where relevant)</i>	Reason for Variance <i>(Where relevant)</i>	Proposed Resolution <i>(Where relevant)</i>	
5 RESOURCING					
Guidance:					
Where the PO is of a time based nature or where has time based packages of work, Consultants are to provide details of the level of resource activity in the Table A, and identify forecast availability in Table B <i>(where relevant)</i>					
TABLE A					
Name	Position (as per Schedule 6 of the STAR <i>Three</i> Framework Agreement)	Days this period	Days reported last period	Total Days	Proposed finish date
TABLE B					
Name	Position (as per Schedule 6 of the STAR <i>Three</i> Framework Agreement)	Availability next period	Availability next period +1	Availability next period +2	Availability next period +3



6 KNOWLEDGE TRANSFER

Guidance: In line with Schedule 20 of the STAR *Three* Framework Agreement, the Consultant is to provide details of the activities that it has carried out and intends to carry out to promote and facilitate the transfer of skills and knowledge between the Client and Consultant.

7 CONFLICT OF INTEREST

Guidance: As part of the Package Order process prior to award of this Package Order the Consultant signed Form X declaring that in accordance with Clause 33 of the STAR *Three* Framework Agreement, the Consultant acknowledges and agrees that it does not have an interest in any matter where there is, or is reasonably likely to be, a conflict of interest with the Services and that (except as provided below) it shall not act for any person, organisation or company where there is or is reasonably likely to be a conflict of interest with the Services. The Consultant is reminded that it is their responsibility to immediately notify the STAR *Three* Framework Manager in the event that they become aware of any potential conflict of interest in relation to their activities or Resources.

SCHEDULE 12 – SOCIAL VALUE/CORPORATE SOCIAL RESPONSIBILITY (CSR)

1. WHAT WE EXPECT FROM OUR CONSULTANTS

- 1.1 In February 2019, HM Government published a Consultant Code of Conduct (**Code**) setting out the standards and behaviours expected of consultants who work with government (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Consultant_Code_of_Conduct.pdf)
- 1.2 DfT expects its Consultants and Sub-Consultants to meet the standards set out in that Code. In addition, DfT expects its Consultants and Sub-Consultants to comply with the Standards set out in this Schedule.
- 1.3 The Consultant acknowledges that DfT may have additional requirements in relation to corporate social responsibility. DfT expects that the Consultant and its Sub-Consultants will comply with such corporate social responsibility requirements as DfT may notify to the Consultant from time to time.

2. EQUALITY AND ACCESSIBILITY

In addition to legal obligations, the Consultant shall support DfT in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Package Order in a way that seeks to:

- 2.1 eliminate discrimination, harassment or victimisation of any kind; and
- 2.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. SMALL AND MEDIUM-SIZED ENTERPRISES (SMES)

- 3.1 DfT is not only committed to meeting the Government's aspiration of 33% of central government procurement spend, either directly or indirectly via the supply chain going to SMEs by 2022 but significantly improving upon this by setting our objective target at 40% by the end of the STAR *Three* Framework Agreement Period.

This commitment is aligned to the Social Value Model Theme 2 – Increase supply chain resilience and capacity. The STAR *Three* Framework focuses on the use of SMEs to develop a more diverse supply chain and provide quality transport advice.

- 3.2 PRIME and MEDIUM Grade Lot 1 and AGENT Grade Lot 2 Consultants will be required to demonstrate that they have supported this objective in future Package Orders by ensuring that at least 33% of services (by value of fee work done) are carried out by SMEs.
- 3.3 On request from DfT, PRIME and MEDIUM Grade Lot 1 and AGENT Grade Lot 2 Grade Consultants will be required to provide Open Book Data for accounts relating to Package Orders to confirm to SME spend.
- 3.4 All STAR *Three* Framework Consultants are required to submit quarterly MI Reports (no later than ninth (9th) calendar day after the end of each Quarter) providing supporting data that substantiate commitments made in respect of the use of SMEs in the delivery of Services under Package Orders, including details of any SME organisations that are utilised.
- 3.5 Lot 1 PRIME and MEDIUM Grade Consultants will be required to provide details of how they have augmented their teams using SME resources drawn from the STAR *Three* Framework MEDIUM and EXPERT Grade (where applicable) Consultant community or how they have sourced SME resources from outside the STAR *Three* Framework Consultant community on those occasions

where they are unable to fully satisfy all requirements requested in Package Orders through the MEDIUM and EXPERT Grade community.

4. MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT

The Consultant:

- 4.1 shall not use, nor allow its Sub-Consultants to use forced, bonded or involuntary prison labour;
- 4.2 shall not require any Consultant Staff or Sub-Consultant Staff to lodge deposits or identity papers with DfT and shall be free to leave their employer after reasonable notice;
- 4.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 4.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
- 4.5 shall make reasonable enquires to ensure that its officers, employees and Sub-Consultants have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 4.6 shall have and maintain throughout the term of each Package Order its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Consultants anti-slavery and human trafficking provisions;
- 4.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Package Order;
- 4.8 shall prepare and deliver to DfT, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 4.9 shall not use, nor allow its employees or Sub-Consultants to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Consultants;
- 4.10 shall not use or allow child or slave labour to be used by its Sub-Consultants;
- 4.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Consultants to DfT and Modern Slavery Helpline.

5. INCOME SECURITY

The Consultant shall:

- 5.1 ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 5.2 ensure that all Consultant Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 5.3 not make deductions from wages:
 - 5.3.1 as a disciplinary measure

- 5.3.2 except where permitted by Law; or
- 5.3.3 without expressed permission of the worker concerned;
- 5.4 record all disciplinary measures taken against Consultant Staff; and
- 5.5 ensure that Consultant Staff are engaged under a recognised employment relationship established through national Law and practice.

6. WORKING HOURS

- 6.1 The Consultant shall:
 - 6.1.1 ensure that the working hours of Consultant Staff comply with national Laws, and any collective agreements;
 - 6.1.2 that the working hours of Consultant Staff, excluding overtime, shall be defined by contract, and shall not exceed forty-eight (48) hours per week unless the individual has agreed in writing;
 - 6.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;by individuals and by the Consultant Staff as a whole;
- 6.2 The total hours worked in any seven (7) day period shall not exceed sixty (60) hours, except where covered by Paragraph 6.3 below.
- 6.3 Working hours may exceed sixty (60) hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 6.3.1 this is allowed by national Law;
 - 6.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - (a) appropriate safeguards are taken to protect the workers' health and safety; and
 - (b) the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 6.4 All Consultant Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national Law, two (2) days off in every fourteen (14) day period.

7. SUSTAINABILITY

The Consultant shall meet the applicable Government Buying Standards applicable to deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

SCHEDULE 13 – CALL OFF PROCEDURE

1. AWARD PROCEDURE

- 1.1 If any Client decides to source Services through this Framework Agreement then it will award a Package Order in accordance with the procedure in this Schedule 13 (Call Off Procedure) and the requirements of the PCR.
- 1.2 At any time during the Framework, Clients may identify Consultants who are capable of providing Required Services by utilising the Capability Matrix relevant to the specific Lot and Category or Categories the Client has identified as being most appropriate, and for which those Consultants have been appointed to the Framework.

- 1.3 If a Client can determine that:

- 1.3.1 its Required Services can be met by the Consultants' catalogues and description of the Services as set out in Schedule 4 (Consultant Capability Matrix); and
- 1.3.2 all of the terms of the proposed Package Order are laid down in this Framework Agreement and the Package Order Terms do not require amendment or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Package Order Terms);

then the Client may award a Package Order in accordance with the Direct Award Procedure set out in Paragraph 2 below, subject to having DfT's agreement.

- 1.4 If not all of the terms of the proposed Package Order are laid down in this Framework Agreement or a Client:

- 1.4.1 requires the Consultant to develop proposals or a solution in respect of such Client's Required Services; and/or
- 1.4.2 needs to amend or refine the Package Order Terms to reflect its Required Services to the extent permitted by and in accordance with the PCR and Guidance;

then the Client shall award a Package Order in accordance with the Mini Competition Procedure set out in Paragraph 3 below.

- 1.5 The process by which a Package Order will be placed is set out in the process flow-chart at Appendix 1 to this Schedule 13.

2. DIRECT AWARD PROCEDURE

Subject always to the prior written approval of DfT, any Client awarding a Package Order under this Framework Agreement without holding a further competition shall:

- 2.1 develop a clear Scope;
- 2.2 subject to conflicts, apply the Direct Award Criteria to the Consultant's catalogues and description of the Services as set out in the Capability Matrix for all Consultants capable of meeting the Scope in order to establish which of the Consultants provides the most economically advantageous solution;
- 2.3 consider and as appropriate wider government/Cabinet Office policies in respect of but not limited to procurement, social value, the Consultancy Playbook, the publication of award notices, data under transparency obligations, and the provision of a pipeline of future requirements; and

- 2.4 on the basis set out above, award the Package Order with the successful Consultant in accordance with Paragraph 4 below.

3. MINI COMPETITION PROCEDURE

- 3.1 The Mini Competition Procedure set out below shall be adopted unless there are exceptional circumstances to justify adopting the Direct Award Procedure. As noted at Paragraph 2, prior written approval must be obtained from DfT for Clients to adopt the Direct Award Procedure.

- 3.2 Clients will invite those Consultants with the capacity and capabilities (strictly limited to their appointed Lot, Grade and Category or Categories) to provide the specific Required Services, based on the Capability Matrix (Schedule 4), according to the specific Lot and Category or Categories the Client has identified as being most appropriate to participate in a mini-competition.

- 3.3 Any Client awarding a Package Order under this Framework Agreement through a Mini Competition Procedure shall:

- 3.3.1 develop a Scope setting out its requirements for the Services and identify the Consultants capable of supplying the Services by reference to the Capability Matrix and Schedule 5 (Scope of Services);

- 3.3.2 amend or refine the Proposal Request Form and Package Order Terms to reflect its Scope only to the extent permitted by and in accordance with the requirements of the PCR and Guidance provided by DfT;

- 3.3.3 invite tenders by conducting a Mini Competition Procedure for its Required Services in accordance with the PCR;

- 3.3.4 apply the Mini Competition Award Criteria to the Consultants compliant tenders submitted through the Mini Competition Procedure as the basis of its decision to award a Package Order for its Required Services;

- 3.3.5 on the basis set out above, award its Package Order to the successful Consultant in accordance with Paragraph 4;

- 3.3.6 which Package Order shall:

- (a) state the Required Services;
- (b) state the tender submitted by the successful Consultant;
- (c) state the charges payable for the Required Services in accordance with the tender submitted by the successful Consultant; and
- (d) incorporate the Proposal Request Form, the Proposal and Package Order Terms, including the NEC4 PSC Conditions of Contract (as may be amended or refined by the Client in accordance with Paragraph 3.3.2 above) applicable to the Services;

- 3.3.7 forward a Rejection Notice to all members of the Framework who are unsuccessful in a Mini Competition Procedure after a Package Order has been executed for the Services in question. This shall include written feedback in relation to the reasons why their tenders were unsuccessful.

3.4 Consultant responsibilities

In the event that the Consultant receives a Proposal Request Form, the Consultant shall:

- 3.4.1 within two (2) Working Days of receiving the Proposal Request Form, confirm receipt of the Proposal Request Form by giving written notice to the Client; and
- 3.4.2 on or before the date specified in the Proposal Request Form or, if no such date is specified, within ten (10) Business Days of receiving the Proposal Request Form, or by such other date as may be agreed with the Client, provide the Client with either:
- (a) a statement to the effect that it does not wish to tender in relation to the relevant Required Services; or
 - (b) the full details of its tender made in respect of the relevant Scope. In the event that the Consultant submits such a tender, it should include, as a minimum:
 - (i) a fully priced resource matrix in respect of the Proposal Request Form by inserting the Consultant's proposed rates. These rates shall:
 - (A) be the rates used to calculate the Charges for the Package Order (including in respect of any compensation events arising under the Package Order);
 - (B) must be calculated in accordance with the method set out in Schedule 3 of this Framework Agreement; and
 - (C) in respect of the proposed daily rates for each Position, must:
 - (1) not exceed, but can be lower than, a sum equal to the Maximum Daily Rates, after adjustment equal to the relevant Minimum Pricing Discount, as set out in Schedule 3 of this Framework Agreement (see also Paragraph 3.6 below concerning Package Order Consortia);
 - (2) in respect of Lot 2 Package Orders, the handling fee element of the proposed daily rates must not exceed the Maximum Handling Fee set out in Schedule 3 of the Framework Agreement; and
 - (3) be supported by details of both the proposed daily rate and the discount applied to the daily rate.
 - (ii) a proposal to the Client using the quotation information provided by the Client, which shall include:
 - (A) a detailed project plan aligned with the Services to be provided. The project plan shall set out the proposed stages of work items detailed in the Scope, along with any key milestones dates to apply to each work item as appropriate;
 - (B) a completed Package Order Contract Data Part Two; and
 - (C) confirmation that the Consultant's status regarding potential and actual conflicts of interest remains unchanged in line with Clause 33 of this Framework Agreement
- (together a **Proposal**).

3.5 Selection Procedure

- 3.5.1 In respect of Lots 1 and 2, the Client will award the relevant Package Order to the Proposal that is the most economically advantageous with reference to the following assessment criteria and weightings (Mini Competition Award Criteria):
- (a) Quality – 65%
 - (b) Social Value – 10%
 - (c) Price – 25%
- 3.5.2 Questions designed to test the criteria used in Paragraph 3.5.1 above, in relation to the specific services being sought in a Package Order will be set out in the Proposal Request Form. See Schedule 7 Appendix 2 for the sub-criteria under “Quality”.
- 3.5.3 The Client’s assessment as against the relevant criteria at the time of the Package Order may take into account experience and performance since the commencement of this Framework Agreement.

3.6 Package Order Consortiums and Subconsultants

- 3.6.1 Consultants are permitted to respond to Lot 1 Package Order Requests in their own right or as a Package Order Consortium.
- 3.6.2 A Package Order Consortium response to a Lot 1 Package Order Request may be made by a consortium of Consultants in conjunction with each other where one of the Consultants acts as a Lead Consultant on behalf of the entire bidding consortium and all the other consortium members are on the Framework in their own right for the relevant Grade and Category. The Lead Consultant will be required to respond to the Package Order Request, ensuring that all consortium Consultants only offer their services in their own right for those Lots and Categories that they have been appointed to under the STARThree Framework, noting they are at liberty to provide services as sub-consultant to other appointed Consultants within those Categories that they have not themselves been appointed to, as a Sub-Consultant (see para 3.6.3). However, where a Consortium Member is part of the consortium and not a Sub-Consultant, its own Maximum Daily Rates apply even if higher than that of the Lead Consultant.
- 3.6.3 In cases where a Consultant acts as a sub-consultant for the provision of Services forming part of a Category to which that Consultant has not been appointed, the Maximum Daily Rate applicable for the Consultant acting as a sub-consultant shall be the lower of the following:
- (a) the Maximum Daily Rate of the Lead Consultant for that Category; and
 - (b) the Sub-Consultant’s Maximum Daily Rate for the relevant Position in the Sub-Consultant’s own appointed Category.
- 3.6.4 For use of Sub-Consultants who are not appointed to the Framework at all, the Maximum Daily Rate of the Consultant to whom that Sub-Consultant is sub-contracted will apply.
- 3.6.5 The Lead Consultant’s Minimum Pricing Discounts as set out in Schedule 3 of the Framework Agreement entered into by the Lead Consultant and DfT will be applicable to all consortium members’ Maximum Daily Rates for all of the consortium members’ total aggregate number of Resource Days, regardless of the individual Consultant’s proposed involvement in delivering the requirements.

4. CALL OFF AWARD PROCEDURE

- 4.1 Subject to Paragraphs 1 to 3 above, a Client awarding a Package Order to the successful Consultant shall send to the selected Consultant by email a draft Package Order substantially in the form (as may be amended or refined by the Client in accordance with Paragraph 3.3.2 above) of the Proposal Request Form set out in Schedule 7 and Schedule 8 (Proposal Request Form and Package Order Terms).
- 4.2 On receipt of a draft Package Order, as described in Paragraph 4.1, from a Client the Consultant shall sign and return by email a copy of the Package Order to the Client concerned within ten (10) Working Days of receipt.
- 4.3 On receipt of the signed Package Order from the Consultant, the Client shall send by email a written notice of receipt to the Consultant within two (2) Working Days and a Package Order shall be formed and shall incorporate (insofar as relevant to the performance of the Package Order) the terms and conditions of this Framework Agreement. However, services shall not be delivered under the Package Order until the Client has also executed it and dated it.
- 4.4 The Proposal completed and issued by the Consultant shall be treated as an offer capable of acceptance by the Client.
- 4.5 A Proposal Request Form and anything prepared or discussed by the Client constitutes an invitation to treat and does not constitute an offer capable of acceptance by the Consultant. The Client is not obliged to consider or accept any Proposal submitted by the Consultant.
- 4.6 A Proposal issued by the Consultant remains valid for acceptance by the Client for at least one hundred and seventy five (175) days (or such longer period as may be specified in the Proposal Request Form) from the date it is submitted to the Client.
- 4.7 The Consultant shall not include any amendments to any of the terms and conditions of the Framework Agreement or the proposed Package Order (whether in any Proposal or otherwise) at any time.
- 4.8 Unless otherwise expressly agreed in writing with DfT, the Consultant does not charge under this Framework Agreement for any work involved in receipt and/or confirmation of any Proposal Request Form, and/or any response to any Proposal Request Form as contemplated in this Call Off Procedure.
- 4.9 The Consultant is responsible for all and any costs, charges and expenses arising from or associated with the procurement process in this Call Off Procedure and neither DfT nor the client shall be liable for any costs, charges or expenses borne by or on behalf of the Consultant whether or not the Consultant is awarded a Package Order, which for the avoidance of doubt includes any costs, charges and expenses arising from or associated with an abortive or cancelled procurement process.
- 4.10 The Consultant shall commence provision of the relevant Services only in accordance with the Package Order. The Consultant must not commence any Services without an executed Package Order. If it does so, it shall be at the Consultant's risk.

5. NO AWARD

Notwithstanding the fact that the Client has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Client shall be entitled at all times to decline to make an award for its Required Services. Nothing in this Framework Agreement shall oblige any Client to award any Package Order.

6. RESPONSIBILITY FOR AWARDS

The Consultant acknowledges that each Client is independently responsible for the conduct of its award of Package Orders under this Framework Agreement and that DfT is not responsible or accountable for and shall have no liability whatsoever in relation to:

- 6.1 the conduct of a Client under this Schedule 13 or in relation to this Framework Agreement generally; or
- 6.2 the performance or non-performance of any Package Orders between a Consultant and a Client entered into pursuant to this Framework Agreement.

7. ELECTRONIC AUCTIONS

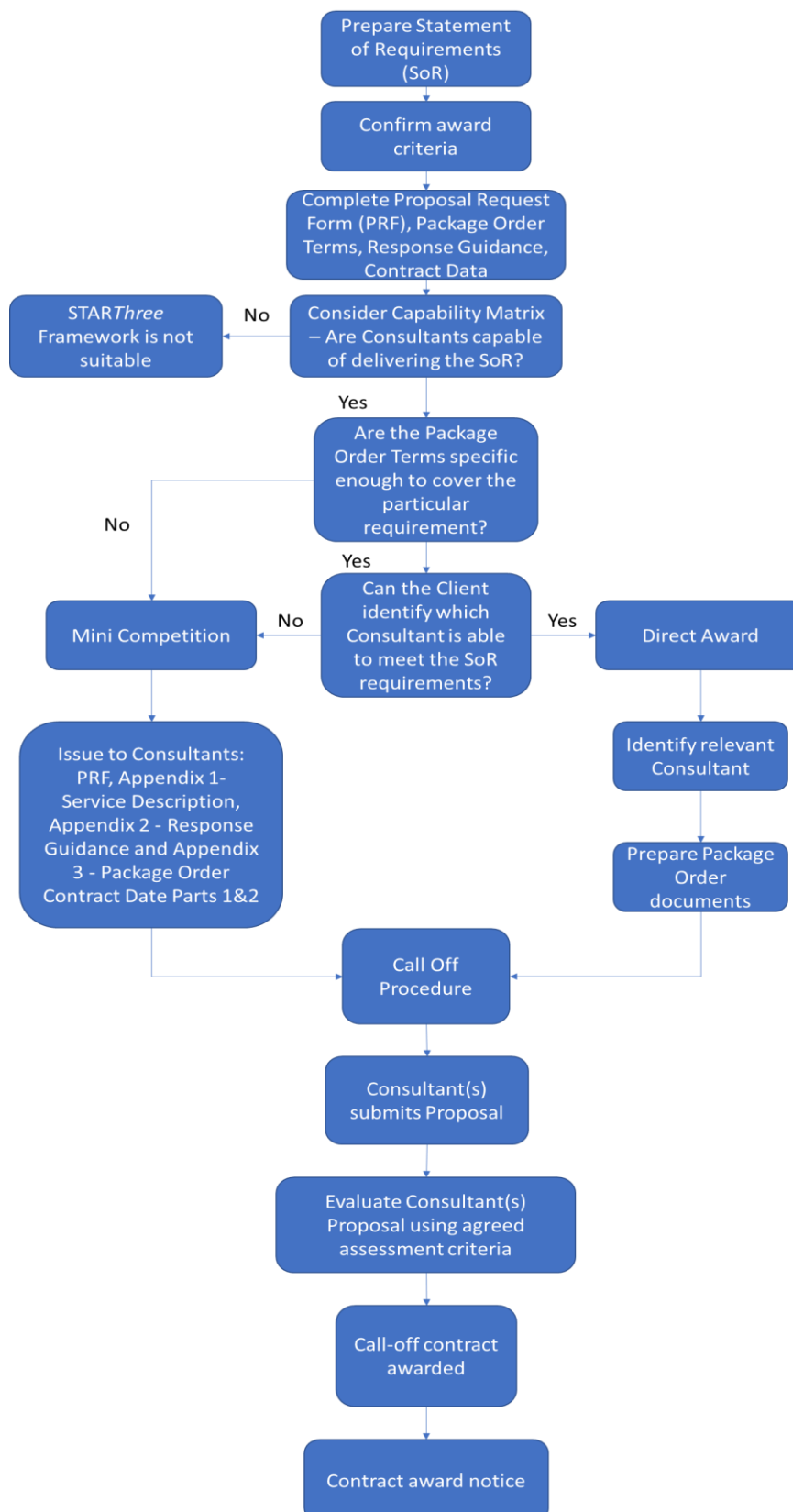
Clients may utilise an electronic auction to carry out a Mini Competition Procedure. In the event an electronic auction is utilised, full details and specifications for running the electronic auction will be issued to all participants prior to the opening of bids.

8. CHARGES AND RATES

Clients may require Proposals and Package Orders to be priced on the basis of a lump sum cost, target cost(s), cost reimbursable basis, time charge or such other pricing structure as may be specified in the Response Guidance appended to the Proposal Request Form. All pricing must be transparent and all the elements must be shown in the proposal using an activity schedule as appropriate.

APPENDIX 1 TO SCHEDULE 13

Process Map



SCHEDULE 14 – SUB-CONSULTANTS

[To be inserted from Tender]

SCHEDULE 15 – PROCESSING PERSONAL DATA UNDER THE FRAMEWORK AGREEMENT

1. PROCESSING PERSONAL DATA

1.1 This Schedule 15 applies only to Personal Data that is held by either party pursuant to the Framework Agreement. Each Package Order awarded requires its own provisions about Personal Data.

1.2 The contact details of the DfT's Data Protection Officer are:

dataprotectionofficer@dft.gov.uk

1.3 The contact details of the Consultant's Data Protection Officer are:

[Insert Contact details] “not for publication under FOIA section 40, Personal Information”.

The holding of Personal Data pursuant to either party's obligations under the Framework Agreement is expected to be minimal. To the extent that any Personal Data is held by either party pursuant to their roles and responsibilities under the Framework Agreement, the parties are independent controllers for the purpose of Clause 21 of the Framework Agreement.

SCHEDULE 16 – CONTRACT MANAGEMENT PROJECT SUMMARY

1 CONTRACT VARIATION & EXTENSIONS

Guidance: List any variations / Extensions agreed during the contract e.g. scope, time.

Variation No:	Date:	Details:

2 PERFORMANCE MANAGEMENT – REPORTING & PAYMENT

Guidance: Detail how performance management will be reviewed and agreed (including the frequency.) What are the agreed payment terms with the Consultant? Any specific requirements for Review and Reporting?

SCHEDULE 17 – FRAMEWORK PRICES

1. GENERAL PROVISIONS

- 1.1 Subject to the provisions of this Schedule 17, the Framework Prices set out in Schedule 3 are fixed and when used to calculate the applicable prices for any Package Order, the resulting prices are the maximum prices that the Consultant may charge when fulfilling any Package Order.
- 1.2 The Consultant acknowledges and agrees that any rates or prices submitted in relation to a Mini Competition Procedure will be equal to or lower than the prices calculated in accordance with Paragraph 2 of this Schedule 17.
- 1.3 The Consultant acknowledges and agrees that, subject to Paragraph 5 of this Schedule 17 (Adjustment of the Framework Prices), the Framework Prices cannot be increased during the Framework Agreement Period and shall in any event remain fixed during the Initial Term.

2. PRICING MECHANISM FOR THE CALCULATION OF CHARGES

The rates and prices used to calculate the Charges for any Package Order(s) shall be calculated using the pricing mechanism and on the basis of the rates and prices specified in Schedule 3.

3. COSTS AND EXPENSES

Except as expressly set out in Paragraph 4 of this Schedule 17 (Reimbursable Expenses), the Framework Prices (and any prices used to calculate the Charges for any Package Order) shall include all costs and expenses relating to the Services provided to the Client and/or the Consultants performance of its obligations under any Package Order and no further amounts shall be payable by a Client to the Consultant in respect of such performance, including in respect of matters such as:

- 3.1 any incidental expenses that the Consultant incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Consultant Staff, network or data interchange costs or other telecommunications charges;
- 3.2 any amount for any services provided or costs incurred by the Consultant prior to the commencement date of any Package Order;
- 3.3 any additional value added services as set out in the Proposal; and/or
- 3.4 the Management Charge which, pursuant to Clause 17.5, the Consultant shall not pass to, or recharge to, or otherwise recover from any Client.

4. REIMBURSABLE EXPENSES

The Consultant shall be entitled to be reimbursed by the Client for Reimbursable Expenses (in addition to being paid the relevant Charges under the respective Package Orders), provided that such Reimbursable Expenses are:

- 4.1 incurred with the prior written consent of the Client; and
- 4.2 supported by Supporting Documentation. The Client shall provide a copy of their current expenses policy to the Consultant upon request.

5. ADJUSTMENT OF THE FRAMEWORK PRICES

- 5.1 The Consultant may voluntarily reduce its Framework Prices at any time during the Framework Agreement Period. To the extent that the Consultant is able to decrease all or part of the

Framework Prices it shall promptly notify DfT in writing and such reduction shall be implemented in accordance with Paragraph 6.1.2 below.

5.2 Apart from such voluntary reductions, the Framework Prices shall only be varied:

5.2.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Framework Prices in accordance with Clause 16.2 of this Framework Agreement (Legislative Change); or

5.2.2 where DfT agrees to the Consultant's request to vary all or part of the Maximum Daily Rates in accordance with Paragraph 6 of this Schedule 17.

5.3 Subject to Paragraphs 5.1 and 5.2 of this Schedule 17, the Framework Prices will remain fixed for the Framework Agreement Period and shall in any event not be increased during the Initial Term.

6. INDEXATION

6.1 The Consultant shall be entitled to request that the Maximum Daily Rates are increased on the second anniversary of the Framework Commencement Date only should the Initial Term be extended, subject to the following provisions:

6.1.1 The Consultant may request a variation in the Maximum Daily Rates in accordance with the remaining provisions of this Paragraph 6 subject always to:

- (a) the Consultant's request being submitted to DfT in writing at least two (2) weeks before the second anniversary of the Framework Commencement Date;
- (b) DfT's absolute right to reject any request; and
- (c) where a variation is agreed, DfT's written agreement.

For the avoidance of doubt, any requests to increase the Maximum Daily Rates after the timescales set out above shall be out of time and shall be rejected by DfT.

6.1.2 The relevant adjustment shall:

- (a) be applied on the second anniversary of the Framework Commencement Date (**Indexation Adjustment Date**); and
- (b) be determined by applying the following formula:

NC = EC * Z where:

NC is the New Charge;

EC is the Existing Charge; and

Z is $1 + \frac{(\text{"Average Annual \% Change in SPPI"})}{100}$

6.1.3 Where the published SPPI figures at the relevant Indexation Adjustment Date are stated to be provisional figures or are subsequently amended, those figures shall apply as ultimately confirmed or amended unless DfT and the Consultant shall agree otherwise in writing.

6.1.4 In the event that any changes occur to the basis of the SPPI, or it is no longer published, DfT and the Consultant shall agree a fair and reasonable adjustment to that index or, if

appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified in this Schedule 17.

- 6.1.5 Except as set out in this Paragraph 6, neither the Framework Prices nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Consultant or Sub-Consultants of the performance of their obligations under this Framework Agreement and any Package Orders.

7. IMPLEMENTATION OF ADJUSTED FRAMEWORK PRICES

Variations in accordance with the provisions of this Schedule 17 to all or part of the Framework Prices (as the case may be) shall be made by DfT to take effect:

- 7.1 in accordance with Clause 16.2 (Legislative Change) where an adjustment to the Framework Prices is made in accordance with Paragraph 5.2.1 of this Schedule 17; and
- 7.2 on the Indexation Adjustment Date where an adjustment to the Framework Prices is made in accordance with Paragraph 5.2.2 of this Schedule 17;

and the Parties shall amend the Framework Prices shown in Schedule 3 to reflect such variations.

8. CHARGES FOR PACKAGE ORDERS

- 8.1 For the avoidance of doubt any change to the Framework Prices implemented pursuant to this Schedule 17 are made independently of, and, subject always to Paragraph 1.1 and Paragraph 1.2 of this Schedule 17 and shall not affect the Charges payable by a Client under a Package Order in force at the time a change to the Framework Prices is implemented. Any change to the Framework Prices will only apply to new Package Orders entered into after the date on which the change to the Framework Prices comes into effect.
- 8.2 Any variation to the Charges payable under a Package Order must be agreed between the Consultant and the relevant Client and implemented in accordance with the provisions applicable to the Package Order.

9. E-COMMERCE TRANSACTIONS WITH CENTRAL GOVERNMENT BODIES

- 9.1 The Consultant acknowledges and agrees that the Government's wide strategy of 'Digital by Default' (<https://www.gov.uk/government/publications/government-digital-strategy>) endorses a commitment to implement e-commerce systems, including, for example, purchase-to-pay (P2P) automated systems, as the preferred transacting model for all Government's purchasing transactions. The intent is to migrate, wherever practically possible, all Government's purchasing to an e-commerce environment.
- 9.2 The Consultant acknowledges and agrees that when contracting with Central Government Bodies, the latter may use a specific e-commerce application and the Consultant shall be required to comply with the relevant requirements set out by the relevant Central Government Body in their Scope during the Mini Competition Procedure and/or terms of the relevant Package Order.

SCHEDULE 18 – VARIATION FORM

Variation Form No:

BETWEEN:

[insert name of DfT] (DfT) and

[insert name of Consultant] (Consultant)

1. This Framework Agreement is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note: Insert details of the Variation]

2. This Variation must be agreed and signed by both Parties and shall only be effective from the date it is signed by DfT.
3. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.
4. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of DfT

Signature

Date _____

Name (in Capitals) _____

Address _____

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

Signature

Date _____

Name (in Capitals) _____

Address _____

SCHEDULE 19 – TENDER

[TO BE INSERTED]

SCHEDULE 20– STARTsHREE OBJECTIVES & PRINCIPLES

1. OBJECTIVES

The overriding objective of this Framework Agreement is to ensure that the Parties work collegiately and collaboratively together, at all times exemplifying a principle tenet of DfT's vision which is to act as 'one team' and by doing so to ensure the successful delivery of each Package Order. To achieve this, Consultants are required to meet the following objectives (**Objectives**):

- 1.1 provide access to a range of experienced, high calibre professional, technical and commercial specialist transport advisors, to support the business of DfT not available from existing Government frameworks;
- 1.2 provide Services to a high standard and in accordance with agreed key performance indicators, programme(s) and costs;
- 1.3 ensure compliance with current best procurement practice together with Departmental and Government procurement practice and legislation;
- 1.4 promote opportunities for SMEs in line with the objectives set out in the Framework KPIs;
- 1.5 promote seamless integration and partnering between DfT and its Consultants; and
- 1.6 ensure best practice is applied, that knowledge transfer is sustainably delivered and managed at all times and that innovative approaches are encouraged, considered and incorporated in DfT's future requirements where practicable.

2. PRINCIPLES

In meeting the Objectives, DfT and the Consultant shall work together to apply the following principles to Package Orders procured and undertaken under this Framework (**Principles**):

- 2.1 **Early Consultant involvement** – to improve the understanding and deliverability of requirements: DfT will, wherever practicable ensure that early market engagement is carried out and that it informs the development of specifications for future requirements;
- 2.2 **Innovation** – to encourage the development and sharing of innovative solutions, processes and initiatives that improve performance and value for money;
- 2.3 **Collaboration** – to ensure that behaviours and cultures enable optimal 'one team' working relationships, seamless integration and cooperation between DfT's teams and Consultants appointed to the Framework in preparing, planning and delivering Package Orders;
- 2.4 **Partnering** – DfT and Consultant(s) working closely with a common understanding of goals and strategic objectives and sharing benefits;
- 2.5 **Knowledge transfer** – promoting and facilitating the transfer of skills and knowledge between DfT and the Consultant, and the sharing of information and the development of broader best practice initiatives within the STAR *Three* Framework community;
- 2.6 **Improving the industry skills base** – to ensure continuous contribution to the development and improvement of the skills within the market in order to sustainably grow capability and scale of advisory resources through initiatives which include: continuous professional development, specialist training provision, mentoring, internships, under-graduate and graduate training schemes, apprenticeships and working with skills agenda schemes;
- 2.7 **Investing in people** – the STAR *Three* Framework offers Framework Consultants the potential to grow their businesses and the ability to invest in the future development of their skill base and

resource capability. To ensure that such investment is worthwhile and sustainable the parties agree to adopt a 'fair play' arrangement whereby a cross-framework principle of 'non-poaching' of resources is accepted and maintained; and

- 2.8 **Performance measurement** – to improve consistency and quality of delivery performance that enables the development of a STAR *Three* Framework benchmarking mechanism throughout the life of the Framework.

3. BEHAVIOURS AND COLLABORATION

- 3.1 This procurement aims to create a STAR *Three* Framework community that offers DfT access to the highest quality of technical and commercial rail advisory services. To ensure that DfT, the Consultant and the rest of the STAR *Three* Framework community successfully contribute towards the delivery of DfT's future rail and other transport mode projects and programmes, DfT requires the parties to participate collaboratively at all times.

- 3.2 Using the principles of Consultant Relationship Management (**CRM**) as the basis of the relationship between DfT, the Consultant and the rest of the STAR *Three* Framework community, all parties are required to attune their collective efforts in establishing and constantly improving common approaches towards:

- 3.2.1 Trust, reliability and consistency;
- 3.2.2 Responsiveness;
- 3.2.3 Accessibility;
- 3.2.4 Courtesy;
- 3.2.5 Consideration;
- 3.2.6 Respectful and intuitive communication;
- 3.2.7 Recognising the needs of our partners;
- 3.2.8 Competence and capability;

- 3.3 The success of the Framework Agreement and any Package Order let under it is dependent upon the creation and retention of a positive culture, with aligned and common STAR *Three* Framework behaviours that collectively apply a pragmatic approach to risk and opportunity management, the use of best practice and the management of programme and project level issues.

- 3.4 By encouraging participants to work collaboratively to establish positive, sustainable, efficient and effective behaviours and practices, DfT intends to build lasting relationships within the STAR *Three* Framework community to ensure the successful delivery of its programme of future Package Orders.

- 3.5 In order to achieve success, the Parties must together:

- 3.5.1 strive to achieve exceptional levels of performance and measure performance against critical success criteria and key performance indicators;
- 3.5.2 encourage responsive delivery practices and success-focused processes which continually evolve to deliver better value solutions and which remove wastage;
- 3.5.3 socialise, consider and implement achievable innovative solutions to improve standard practices and challenge existing standards of performance;

- 3.5.4 co-locate teams where appropriate and encourage information sharing, communication, concurrent working and a proactive delivery culture;
- 3.5.5 transfer knowledge, share information and communicate openly with each other;
- 3.5.6 continuously feedback lessons learnt, share achievements and enable embedded and sustainable learning, and as a norm include post-assignment feedback within future Package Orders;
- 3.5.7 action risk responsibilities, develop mitigation strategies and accept responsibility for any potential consequences;
- 3.5.8 develop, deploy and maintain consistent processes that effectively manage projects, programmes, key risks and improve; be socially responsible at corporate level through the implementation of self-regulated CSR policies that ensure active compliance with the spirit of the Law, ethical standards and norms; and
- 3.5.9 be accountable for data protection ensuring the rights of individuals on how personal information is collected and processed, and is compliant at all times with the UK-GDPR and Data Protection Legislation in respect of all Services relating to the STARThree Framework.
- 3.6 The Parties must ensure that, as between the Parties' respective organisations, the interfaces between DfT's operating model optimally converges with the Consultant's to ensure that the Parties collectively achieve success at both project and business level.
- 3.7 Whilst it is with companies that DfT initially establishes relationships, it is individuals who ensure that those relationships deliver on a day to day basis. It is a key expectation that all Consultant resources joining future programme and project teams will have been proposed by the Consultant on the grounds that they are considered by the Consultant to be the best resource for the task and proposed accordingly, not simply because they are available. DfT expects deployed resources to remain involved and committed to a Package Order until at least the completion of their activity (or otherwise for the duration of time that they are employed by the Consultant) and not to be substituted for less experienced or less committed individuals part way through their activity.
- 3.8 DfT expects individual, team and organisational behaviours that:
 - 3.8.1 deliver Package Orders to a high standard;
 - 3.8.2 encourage improvement and innovation;
 - 3.8.3 bring a 'can do, will do' solution finding attitude;
 - 3.8.4 champion change through commitment and enthusiasm;
 - 3.8.5 reward individual performance as well as team performance;
 - 3.8.6 build upon parallel successes in other projects and other industries; and
 - 3.8.7 recognise the importance of operating within the terms of the Framework agreement at all times.
- 3.9 DfT requires Consultants to encourage and support continued professional development (not just in functional skills but also in team behavioural skills) in its resources at all times through mentoring, coaching and training. Individual objectives and targets (be they the objectives and targets of people, teams or companies) need to be set so they are aligned with the requirements of Package Orders rather than in conflict with them.

- 3.10 Consultants who are selected for a particular Package Order will be expected to follow these behaviours and collaboration requirements when delivering Required Services and, in line with the NEC4 Professional Services Contract on which all Package Orders will be based, 'The Parties and the Service Manager shall act as stated in this contract and 'The Parties and the Service Manager act in a spirit of mutual trust and co-operation'.

4. MOBILISATION

- 4.1 It is important, from a budget control and management perspective, that all Package Order resources are mobilised and demobilised in a timely manner to accord with the approved plan and/or as agreed in order to avoid or minimise non-productive costs being incurred.
- 4.2 The Consultant must obtain proper authorisation and Approvals from DfT before the resources are mobilised.

APPENDIX 1 TO SCHEDULE 20

The Framework Agreement Environment

Figure 1 below provides an overview of the STAR *Three* Framework Agreement structure following award.

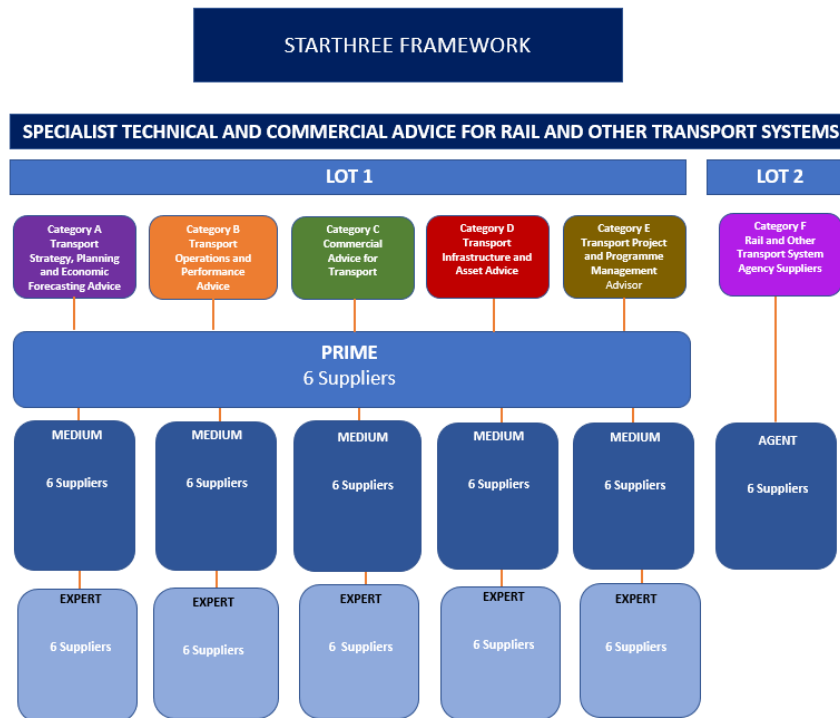


Figure 1 – Overview of STAR *Three* Framework Structure

SCHEDULE 21 - MANAGEMENT CHARGE

1. CALCULATION OF MANAGEMENT CHARGE

- 1.1 The Management Charge shall be a flat charge for each Package Order and shall be calculated on the basis of the 'Award Value' as specified in Clause 2 of the Package Order Terms in accordance with the table set out at Paragraph 1.3 below.
- 1.2 The Management Charges due to DfT each Quarter shall be calculated on the basis of all Package Orders awarded in that Quarter throughout the Framework Agreement Period. The Management Charge for an individual Package Order is only made once per Package Order as a single payment and aggregated with those arising from the same Quarter for invoice and payment purposes.

1.3 Management Charges

Award Value	Management Charge
£0 <£1m	£2,000
£1m+	£5,500

1.4 Default Management Charge

The Default Management Charge for each Package Order is the figure calculated in accordance with paragraph 1.3 for each Package Order that is in place for the Quarter in question, for which a Default Management Charge arises. Then these figures are aggregated to calculate the total Default Management Charge due for that Quarter.

SCHEDULE 22 - GUARANTEE

Guidance Note: Where the financial evaluation has indicated the need for a Deed of Guarantee, include this Schedule.

APPENDIX 1 TO SCHEDULE 22

Form of Guarantee

Guidance Note: this is the draft form of guarantee to be used to procure a Guarantee, and so it will need to be amended to reflect the Beneficiary's requirements.

DEED OF GUARANTEE

PROVIDED BY

[Insert name of the Guarantor]

FOR THE BENEFIT OF

[Insert name of the Beneficiary]

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] (Guarantor)

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Consultant, to guarantee all of the Consultant's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Guarantor that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

Guidance Note: Insert and/or settle Definitions, including from the following list, for the Guarantee

Beneficiary(s)	[insert name of DfT or Client with whom the Consultant enters into a Package Order] and Beneficiaries shall be construed accordingly;
Consultant	has the meaning given to it in the Framework Agreement;
Framework Agreement	the STARThree framework agreement between DfT and the Consultant;
Guaranteed Agreement	[each Package Order] [the Package Order] made between the Beneficiary and the Consultant [from time to time] [on insert date];
Guaranteed Obligations	all obligations and liabilities of the Consultant to the Beneficiary under a Guaranteed Agreement together with all obligations owed by the Consultant to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to a Guaranteed Agreement;
Package Order	a Contract entered into between the Beneficiary and Consultant for the latter to provide services.

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to a Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Consultant duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Consultant to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Consultant to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Consultant shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
 - 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
 - 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Consultant to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be

construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Consultant under the Guaranteed Agreement.

- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Consultant's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Consultant, or if the Guaranteed Agreement is disclaimed by a liquidator of the Consultant or the obligations of the Consultant are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of **[Insert details]**

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
- 4.2.1 if delivered by hand, at the time of delivery; or
 - 4.2.2 if posted, at 10.00am on the second Working Day after it was put into the post; or
 - 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00pm on any Working Day, and in any other case at 10.00am on the next Working Day.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Consultant and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Consultant of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Consultant, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Consultant for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Consultant of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Consultant or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Consultant or any third party, or to take any action whatsoever against the Consultant or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any

other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

- 5.8 The Guarantor shall afford any Auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's Auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's Protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Consultant and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

- 7.1 of subrogation and indemnity;
- 7.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Consultant's obligations; and
- 7.3 to prove in the liquidation or insolvency of the Consultant,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Consultant and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Consultant under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

- 8.1.1 exercise any rights it may have to be indemnified by the Consultant;
- 8.1.2 claim any contribution from any other guarantor of the Consultant's obligations under the Guaranteed Agreement;
- 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
- 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Consultant; or

8.1.5 claim any set-off or counterclaim against the Consultant;

8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

The Guarantor hereby represents and warrants to the Beneficiary that:

9.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

9.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

9.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:

9.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

9.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

9.3.3 the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets;

9.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

Guidance Note: Include the below provision when dealing with the appointment of English process agent by a non-English incorporated Guarantor

- 16.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Consultant] [a suitable alternative to be agreed if the Consultant's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

APPENDIX 2 TO SCHEDULE 22

Form of Letter of Intent to Guarantee

Guidance Note: this is the form of the Letter of Intent to Guarantee to be used by a Guarantor to confirm that it will enter into a Guarantee for each Package Order if required by DfT or a Client.

[ON THE LETTERHEAD OF THE GUARANTOR]

[Insert DfT address and contact details]

[DATE]

Dear Sirs

Letter of Intent to Guarantee – *STARThree* Framework Agreement (Framework Agreement)

Name of Consultant: [INSERT NAME OF CONSULTANT]

1. We refer to the Framework Agreement. Unless otherwise defined in this Letter of Intent to Guarantee, capitalised terms used in this Letter of Intent to Guarantee have the meaning given to them in the Framework Agreement.
2. We acknowledge that the Consultant relied on our capacity to meet the selection criteria relating to economic and financial standing that DfT set out in the procurement process for the Framework Agreement.
3. We have issued this Letter of Intent to Guarantee in consideration of DfT entering into the Framework Agreement with the Consultant.
4. Please accept this Letter of Intent to Guarantee as an undertaking from us and as proof that the Consultant will have at its disposal the resources necessary to achieve the economic and financial standing required in the relevant selection criteria.
5. We acknowledge that it is a condition of the Framework Agreement that:
 - 5.1 we provide this Letter of Intent to Guarantee to DfT (Clause 34.1.1) of the Framework Agreement); and
 - 5.2 on demand from DfT or a Client, the Consultant must procure that we enter into a Guarantee in the form set out in Appendix 1 to Schedule 22 of the Framework Agreement (Clause 34.1.2 of the Framework Agreement).
6. We confirm that:
 - 6.1 we undertake to provide each Guarantee in accordance with the Framework Agreement; and
 - 6.2 we understand that DfT may terminate the Framework Agreement with the Consultant as a material Default of the Framework Agreement if:
 - 6.2.1 we withdraw or revoke this Letter of Intent to Guarantee in whole or in part for any reason whatsoever;

- 6.2.2 we refuse to enter into a Guarantee in accordance with Clause 34.1.2 of the Framework Agreement; or
- 6.2.3 an Insolvency Event occurs in respect of the Guarantor.
7. Please find enclosed a certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of Clause 34.1.1 (b) of the Framework Agreement.
8. This Letter of Intent to Guarantee and any Disputes arising out of, or connected to it, are governed by English law. DfT and the Guarantor must resolve any Dispute in accordance with Clause 41 of the Framework Agreement as if that clause applied to this Letter of Intent to Guarantee.

Yours faithfully

Name:

Job Title:

For and on behalf of

[INSERT NAME OF THE GUARANTOR]

Encs:

Certified copy of the extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee

SCHEDULE 23 - TRANSPARENCY REPORTS

1. The Consultant recognises that DfT is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Consultant shall comply with the provisions of this Schedule in order to assist DfT with its compliance with its obligations under that PPN.
 - 1.1 Without prejudice to the Consultant's reporting requirements set out in the Framework Agreement, within thirty (30) Working Days of a request from DfT the Consultant shall submit to DfT for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Appendix of this Schedule.
 - 1.2 If DfT rejects any proposed Transparency Report submitted by the Consultant, the Consultant shall submit a revised version of the relevant report for further Approval within five (5) Working Days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by DfT. If the Parties fail to agree on a draft Transparency Report DfT shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
 - 1.3 The Consultant shall provide accurate and up-to-date versions of each Transparency Report to DfT at the frequency referred to in the Appendix of this Schedule, or as otherwise specified by DfT.

APPENDIX 1 TO SCHEDULE 23

List of Transparency Reports (as required by Cabinet Office)

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Call-Off Contract Charges]	[]	[]	[]
Sub-Consultants	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

SCHEDULE 24 – MI REPORTING TEMPLATE

STAR <i>Three</i> Framework Consultant Quarterly Framework MI Report Completion Guidance
<ul style="list-style-type: none"> MI Reports shall be completed electronically and sent by email to the following email address, or any subsequent or alternative email address that may be notified to the Consultant by DfT: [INSERT] The MI Report shall be completed and submitted Quarterly in accordance with Clause 12 of the STAR <i>Three</i> Framework Agreement Consultants shall populate cells which are highlighted in Green <u>ONLY</u>
Reporting Guidance - KPI Summary Tab
<ul style="list-style-type: none"> The Consultant is required to enter the consultant name in the second row (B2) The 'Reporting Period' dates for each quarter are given in cells above each quarter. This is a specified 'Reporting Period' which is fixed within the template.
<p>1- Client Satisfaction</p> <p>1.1 The cells that are highlighted in Green should be filled in <u>only</u> for the quarters which includes 'live' Work Package(s) and/or expired Work Package(s) during that quarter.</p> <p>The Consultant should submit the date whereby the KPI scores for KPI 1 Deliverables across <u>all</u> Work Packages for the applicable reporting period have been submitted. This will be evidenced by the scores which have been submitted monthly in Jaggaer.</p> <p>The Consultant is required to fill in details of dates in cells:</p> <ul style="list-style-type: none"> E9 for quarter 1 I9 for quarter 2 M9 for quarter 3 Q9 for quarter 4 <p>The Action Plan Threshold for this section is 50%.</p> <p>1.2 The cells that are highlighted in Green should be filled in <u>only</u> for the quarters which includes 'live' Work Package(s) and/or expired Work Package(s) during that quarter.</p> <p>The Consultant should submit the date whereby the KPI scores for KPI 2 Resources across <u>all</u> Work Packages for the applicable reporting period have been submitted. This will be evidenced by the scores which have been submitted monthly in Jaggaer.</p> <p>The Consultant is required to fill in details of dates in cells:</p> <ul style="list-style-type: none"> E10 for quarter 1 I10 for quarter 2 M10 for quarter 3 Q10 for quarter 4 <p>The Action Plan Threshold for this section is 50%.</p> <p>1.3 Not applicable (the consultant is not required to fill this)</p> <p>The Action Plan Threshold for this section is 40%.</p>

<p>1.4 Not applicable (the consultant is not required to fill this)</p> <p>The Action Plan Threshold for this section is 40%.</p>
<p>2- Consultant Compliance Reporting</p> <p>Not applicable (the consultant is not required to fill this)</p> <p>The Action Plan Threshold for this section is 50%</p>
<p>3- Social Value - SME quarterly declaration</p> <p>The cells that are highlighted in Green should be filled in only for the quarters which includes 'live' Work Package(s) and/or expired Work Package(s) during that quarter.</p> <p>The Consultant to submit the SME quarterly declaration date. This is to be provided by the 9th calendar day of the applicable reporting period. This will be evidenced by the SME information which have been submitted quarterly within MI report for all live Work Packages for the applicable reporting period (Reference: MI report, Section 4- Social Value – SME targets in the applicable quarter tab).</p> <p>The Consultant is required to fill in details of dates in cells:</p> <ul style="list-style-type: none"> • E14 for quarter 1 • I14 for quarter 2 • M14 for quarter 3 • Q14 for quarter 4 <p>The Action Plan Threshold for this section is 50%.</p>
<p>4- Social Value - SME targets</p> <p>4.1 Not applicable (the consultant is not required to fill this)</p> <p>4.2 Not applicable (the consultant is not required to fill this)</p>
<p>5- Management Charge Levy</p> <p>5.1 The cells that are highlighted in Green should be filled in only for the quarters which includes contracts that their information is required to calculate the Management Charge.</p> <p>The Consultant should insert the date of which the quarterly statement was submitted, this is to be provided by the 9th calendar day of the applicable reporting period. This will be evidenced by the Management Charge information (Contract Reference, Contract Award Date and Contract Value) which have been submitted quarterly within MI report for all Work Packages awarded during the applicable reporting period (Reference: MI report, Section 5- Management Charge Levy section in the applicable quarter tab).</p> <p>The Consultant is required to fill in details of dates in cells:</p> <ul style="list-style-type: none"> • E17 for quarter 1 • I17 for quarter 2 • M17 for quarter 3 • Q17 for quarter 4 <p>The Action Plan Threshold for this section is 100%.</p> <p>5.2 Not applicable (the consultant is not required to fill this)</p> <p>The Action Plan Threshold for this section is 100%.</p>

Applicable Quarter Q1, Q2, Q3 or Q4
Column B – Consultants are to list all contracts in the green cells
Column D – Consultant to provide score for KPI 1.1 as submitted monthly in Jaggaer
Column E – Consultant to provide score for KPI 1.2 as submitted monthly in Jaggaer
Column F – Consultant to provide agreed Evaluated Score for KPI 1 Deliverables for the previous quarter (as agreed with the Service/Contract Manger)
Column G – Consultant to provide agreed Evaluated Score for KPI 2 Resources for the previous quarter (as agreed with the Service/Contract Manger)
Column H – Consultant should provide the date of which Schedules 9, 10 and 11 have been submitted. A date should only be provided if Schedule 9, 10 and 11 have been submitted in Jaggaer in accordance with the STARThree Framework Agreement Contract Management terms and conditions. If the schedules are not submitted together on the same date, then the date of the latest submitted schedule should be provided.
Column L – Consultant to provide value of work done to date
Column M – Consultant to provide SME spend to date
Column N – The Consultant should provide the SME percentage submitted in bid OR 0% should there be no SME involvement
Column R – Consultant to provide contract reference number
Column S – Consultant to provide contract award date
Column T – Consultant to provide value of contract
Column V – Consultant to provide invoice date
Column W – Consultant to provide date of payment of the Management Charge Levy. If the payment is not made for a certain Work Package during the applicable quarter, the information of Section 5 should be included in the following quarter(s) until the payment is made and this column is filled.

Consultant Name: _____
 Reporting Year: _____
 Note: Consultants should ONLY populate the cells highlighted in green

Reporting Period
 Q1 Start Date: _____
 Q1 End Date: _____
 Reporting Period
 Q2 Start Date: _____
 Q2 End Date: _____
 Reporting Period
 Q3 Start Date: _____
 Q3 End Date: _____
 Reporting Period
 Q4 Start Date: _____
 Q4 End Date: _____
 Reporting Period for 1.2 & 1.3 is the previous quarter
 Reporting Period for 1.2 & 1.3 is the previous quarter
 Reporting Period for 1.2 & 1.3 is the previous quarter
 Reporting Period for 1.2 & 1.3 is the previous quarter

	Key Performance Indicator (KPI)	KPI Target	Measured by	Scores	Max Score	Q1 2023				Q2 2023				Q3 2023				Q4 2023			
						Quarterly MI Report submission date	Measured by	KPI Score	Remark	Quarterly MI Report submission date	Measured by	KPI Score	Remark	Quarterly MI Report submission date	Measured by	KPI Score	Remark	Quarterly MI Report submission date	Measured by	KPI Score	Remark
1- MI Submission & Client Satisfaction	1.1 MI Submission Consultant to submit scores for each Package Order to DfT by the ninth (9th) calendar day of each Quarter. For the avoidance of doubt Consultant to report against all Package Orders it is appointed to including in particular (and without limitation) Package Order Scorecard results for PO KPI 1 (Deliverables) and PO KPI 2 (Resources) together with relevant reporting in accordance with PO KPI 5 and submission of invoices in a timely manner in accordance with the terms of the Package Order.	100% to be submitted by the ninth (9th) calendar day of each Quarter.	Confirmation of receipt by reference to the submission date of the completed MI Report submitted to the STARThree Mailbox (STAR3-Framework@df.gov.uk).	If : • KPI Target met = score 100 points. • If submitted between 10th and 15th calendar day of the beginning of each Quarter = 50 points • If submitted later than 16 calendar days after the beginning of the Quarter = 0 points.	100																
	1.2 Client satisfaction: Satisfactory score to be achieved across all Package Order services delivered in Quarter as reported using the score card for Package Order KPI1 (Deliverables) in relation to performance in the previous Quarter.	Threshold is average score of 6 on KPI 1 on all Package Orders in previous Quarter.	Reference to the MI Report provided to DfT by the Consultant confirming the average of all the scores for Package Order KPI 1 (Deliverables), as provided to each Client as part of the Package Order Scorecard, for the applicable Quarter.	If : • Average score of 6 or more = 100 points. • Average score between 4 and 5.99 = 75 points. • Average score between 2 and 3.99 = 50 points. • Average score of less than 2 = 0 points.	100	N/A				N/A				N/A				N/A			
	1.3 Client satisfaction: Satisfactory score to be achieved across all Package Order services delivered in Quarter as reported using the score card for Package Order KPI2 (Resources) in relation to performance in the previous Quarter.	Threshold is average score of 6 on KPI 2 on all Package Orders in previous Quarter.	Reference to the MI Report provided to DfT by the Consultant confirming the average of all the scores for Package Order KPI 2 (Resources), as provided to each Client as part of the Contract Scorecard, for the applicable Quarter.	If : • Average score of 6 or more = 100 points. • Average score between 4 and 5.99 = 75 points. • Average score between 2 and 3.99 = 50 points. • Average score of less than 2 = 0 points.	100	N/A				N/A				N/A				N/A			
2- Consultant Compliance Reporting on Package Orders	2.1 Consultant Compliance Reporting on Package Orders The Consultant to comply with its monthly reporting requirements for all Package Orders in respect of: a. Schedule 9 (Package Order KPIs); b. Schedule 10 (Application for Payment); and c. Schedule 11 (Consultant's Progress Report). To be reported as part of the MI report to DfT each Quarter.	100% to be submitted by the ninth (9th) calendar day of the month in which the report is submitted under the Package Order and average taken over the Quarter.	Reference to the "Supplier compliance reporting" columns in the MI Report provided to DfT by the Consultant. To be calculated as an average across the Quarter across ALL Package Orders the Consultant is working on e.g., Package Order 1 submitted 7 days after end of month. Package Order 2 submitted 7 days after end of month. Package Order 3 submitted 16 days after end of month. Average submission date = 10 days.	If: • Average submission date is 9 calendar days or less = score 100 points. • If average submission date is greater than 9 calendar days but less than or equal to 15 calendar days = 50 points. • If average submission date is greater than 15 days = 0 points.	100	N/A				N/A				N/A				N/A			

3- Social Value - SME quarterly declaration	3.1 Social Value – use of SMEs to develop diverse supply chains – SME quarterly declaration The Consultant to provide the SME quarterly declaration with the MI Report to DfT by the ninth (9th) calendar day of each Quarter.	100% to be submitted by the ninth (9th) calendar day of each Quarter.	Confirmation of receipt by reference to the submission date of the completed section (as applicable) of the MI Report submitted to the STARThree Mailbox (STAR3-Framework@df.gov.uk).	If: • KPI Target met = score 100 points. • If submitted between 10th and 15th calendar day of the beginning of each Quarter = score 50 points. • If submitted later than 15 calendar days after the beginning of the Quarter = score 0 points.	100														
4- Social Value - SME targets	4.1 Social Value – use of SMEs to develop diverse supply chains (Package Order KPI 4.1) The Consultant to deliver the SME target(s) proposed by the Consultant in each Package Order as reported under each Package Order as part of PO KPI 4.1 (Social Value) and confirmed in the MI Report.	The % target proposed by Consultant is reached on ALL Package Orders in a Quarter.	Average percentage of times Package Order KPI 4.1 (Social Value) is met in each Quarter for example: Package Order 1 target not met. Package Order 2 target met. Package Order 3 target not met. Package Order 4 target not met. Average across Package Orders is 1% which is 25%	If average as calculated by reference to the MI Report across all Package Orders being carried out in relevant Quarter is: • Scores 100% = score 50 points. • Greater than or equal to 50% but less than 100% = 25 points. • Greater than or equal to 25% but less than 50% = score 10 points. • If less than 25% = score 0 points	50	N/A				N/A					N/A				
	4.2 Social Value – use by Consultant of SMEs to develop diverse supply chains 33% target The value of the work undertaken by SMEs across all Package Orders in each Quarter as reported as part of PO KPI 4.2 meets the SME target of at least 33% of the total value of works delivered by the Consultant	33% of the total value of all work undertaken by Consultant to be provided by SMEs.	Percentage of the work undertaken by SMEs in the relevant Quarter calculated against the total value of the Package Orders carried out in the relevant Quarter by the Consultant.	If percentage as calculated by reference to the MI Report across all Package Orders being carried out in relevant Quarter is: • 33% or more = score 100 points • Greater than or equal to 15% and less than 33% = score 50 points • Less than 15% = score 0 points	100	N/A				N/A					N/A				
5- Management Charge Levy	5.5 Management Charge The Consultant to pay the Management Charge for each Quarter on time, in accordance with Clause 17.3.	100% of the Management Charge is paid on time.	Confirmation of receipt by DfT of the Management Charge due in accordance with the timescales set out in Clause 17.3.	Without prejudice to the provisions of clause 12.6 which shall apply, if the Management Charge is paid on average: • 100% of invoices are paid 30 calendar days or less after the date of issue of the invoice = 50 points • Less than 100% but greater than 50% of invoices are paid 30 calendar days or less after the date of issue of the invoice = 25 points • 50% or less are paid 30 calendar days or less after the date of issue of the invoice = 0 points	50	N/A				N/A					N/A				
Max number of points:					700	Q1 Points		Q2 Points		Q3 Points		Q4 Points							
						Level		Level		Level		Level							

if the Consultant scores:

1. From 451 to 550 (inclusive) points then there are potential areas for improvement (Level 3);
2. From 201 to 450 (inclusive) points then there is cause for concern (Level 2); and
3. 200 points or less then there is immediate cause for concern (Level 1).

Q1

Consultants should ONLY populate the cells highlighted in green

		1- Client Satisfaction				2- Supplier compliance - Reporting		4- Social Value - SME targets						5- Management Charge Levy						
Number of WPs					1.2	1.3	31/01/2023					4.1	4.2							5.1
0							28/02/2023													
							31/03/2023	0	0			#DIV/0!								0
		Submitted by Supplier (Q1)		Evaluated Score (Previous Q)						0	0									0
Work Package Number		KPI 1 (Deliverables)	KPI 2 (Resources)	KPI 1 (Deliverables)	KPI 2 (Resources)	Date Submitted (Last Sched in the month)	Score	Work done To Date	SME To Date	SME target specified in bids	declaration of value of work done by SMEs	Bid SME target met (Yes/NO)	FA SME target met (Yes/NO)	Contract Ref	Contract Award Date	Contract Value £	Amount Due/paid £	Invoice Date	Payment Date	Payment Made On Time (Y/N)
1	Jan			Oct																
	Feb			Nov																
	Mar			Dec																
2	Jan			Oct																
	Feb			Nov																
	Mar			Dec																
3	Jan			Oct																
	Feb			Nov																
	Mar			Dec																

Q2

Consultants should ONLY populate the cells highlighted in green

		1- Client Satisfaction				2- Supplier compliance - Reporting		4- Social Value - SME targets						5- Management Charge Levy								
Number of WPs					1.2	1.3	30/04/2023						4.1	4.2						5.1		
8							31/05/2023															
							30/06/2023		00				#DIV/0!							0		
		Submitted by Supplier (Q1)				Evaluated Score (Previous Q)				00											0	
Work Package Number		KPI 1 (Deliverables)	KPI 2 (Resources)		KPI 1 (Deliverables)	KPI 2 (Resources)	Date Submitted (Last Sched in the month)	Score	Work done To Date	SME To Date	SME target specified in bids	declaration of value of work done by SMEs	Bid SME target met (Yes/NO)	FA SME target met (Yes/NO)	Contract Ref	Contract Award Date	Contract Value £	Amount Due/paid £	Invoice Date	Payment Date	Payment Made On Time (Y/N)	
1	Apr			Jan																		
	May			Feb																		
	Jun			Mar																		
2	Apr			Jan																		
	May			Feb																		
	Jun			Mar																		
3	Apr			Jan																		
	May			Feb																		
	Jun			Mar																		

Q3

Consultants should ONLY populate the cells highlighted in green

		1- Client Satisfaction				2- Supplier compliance - Reporting		4- Social Value - SME targets						5- Management Charge Levy							
Number of WPs					1.2	1.3	31/07/2023						4.1	4.2					5.1		
0							31/08/2023														
							30/09/2023		0	0					#DIV/0!		0				
		Submitted by Supplier (Q1)		Evaluated Score (Previous Q)										0	0						
Work Package Number		KPI 1 (Deliverables)	KPI 2 (Resources)		KPI 1 (Deliverables)	KPI 2 (Resources)	Date Submitted (Last Sched in the month)	Score	Work done To Date	SME To Date	SME target specified in bids	declaration of value of work done by SMEs	Bid SME target met (Yes/NO)	FA SME target met (Yes/NO)	Contract Ref	Contract Award Date	Contract Value £	Amount Due/paid £	Invoice Date	Payment Date	Payment Made On Time (Y/N)
1	Jul			Apr																	
	Aug			May																	
	Sept			Jun																	
2	Jul			Apr																	
	Aug			May																	
	Sept			Jun																	
3	Jul			Apr																	
	Aug			May																	
	Sept			Jun																	

Q4

Consultants should ONLY populate the cells highlighted in green

		1- Client Satisfaction				2- Supplier compliance - Reporting		4- Social Value - SME targets						5- Management Charge Levy							
Number of WPs					1.2	1.3	31/10/2023 30/11/2023 31/12/2023		00				4.1	4.2	NDIV/01						5.1
0																					
		Submitted by Supplier (Q1)		Evaluated Score (Previous Q)										0							0
Work Package Number		KPI 1 (Deliverables)	KPI 2 (Resources)		KPI 1 (Deliverables)	KPI 2 (Resources)	Date Submitted (Last Sched in the month)	Score	Work done To Date	SME To Date	SME target specified in bids	declaration of value of work done by SMEs	Bid SME target met (Yes/NO)	FA SME target met (Yes/NO)	Contract Ref	Contract Award Date	Contract Value £	Amount Due/paid £	Invoice Date	Payment Date	Payment Made On Time (Y/N)
1	Oct			Jul																	
	Nov			Aug																	
	Dec			Sept																	
2	Oct			Jul																	
	Nov			Aug																	
	Dec			Sept																	
3	Oct			Jul																	
	Nov			Aug																	
	Dec			Sept																	

