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**CABINET OFFICE**

**- and -**

**PROVERSITY.ORG LTD**

**ANNEXES**

**relating to**

**THE PROVISION OF DIGITAL LEARNING COURSE DEVELOPMENT FOR GCS – DIGITAL COMMUNICATIONS**

**CCHR19A93**

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**ANNEX 1 – TERMS AND CONDITIONS**

1. Interpretation
	1. In these terms and conditions:

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| --- | --- |
| “Agreement”  | means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter; |
| “Award Letter” | means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award; |
| “Central Government Body” | 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:1. Government Department;
2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
3. Non-Ministerial Department; or
4. Executive Agency;
 |
| “Charges” | means the charges for the Services as specified in the Award Letter;  |
| “Confidential Information” | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| “Customer” | means the Contracting Authority/Customer named in the Award Letter; |
| “DPA” | means the Data Protection Act 2018;  |
| “Expiry Date” | means the date for expiry of the Agreement as set out in the Award Letter;  |
| “FOIA” | means the Freedom of Information Act 2000; |
| “Information” | has the meaning given under section 84 of the FOIA;  |
| “Key Personnel”  | means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;  |
| “Party” | means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;  |
| “Personal Data” | means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement; |
| “Purchase Order Number” | means the Customer’s unique number relating to the supply of the Services;  |
| “Request for Information” | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);  |
| “Services” | means the services to be supplied by the Supplier to the Customer under the Agreement;  |
| “Specification” | means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;  |
| “Start Date” | means the commencement date of the Agreement as set out in the Award Letter; |
| “Staff” | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;  |
| “Staff Vetting Procedures” | means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;  |
| “Supplier” | means the person named as Supplier in the Award Letter; |
| “Term” | means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date or terminated in accordance with the terms and conditions of the Agreement; |
| “VAT” | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and |
| “Working Day” | means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London. |

* 1. In these terms and conditions, unless the context otherwise requires:
		1. references to numbered clauses are references to the relevant clause in these terms and conditions;
		2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
		3. the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
		4. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
		5. the word ‘including’ shall be understood as meaning ‘including without limitation’.
1. Basis of Agreement
	1. The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
	2. The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 2 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.
2. Supply of Services
	1. In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
	2. In supplying the Services, the Supplier shall:
		1. co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
		2. perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
		3. use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
		4. ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
		5. comply with all applicable laws; and
		6. provide all equipment, tools and vehicles and other items as are required to provide the Services.
	3. The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.
3. Term
	1. The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is terminated in accordance with the terms and conditions of the Agreement.
4. Charges, Payment and Recovery of Sums Due
	1. The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
	2. All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
	3. The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
	4. In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
	5. If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
	6. If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
	7. If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
	8. Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
		1. provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
		2. a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
		3. In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
	9. If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.
5. Premises and equipment
	1. If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
	2. If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
	3. If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
	4. The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
	5. Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
	6. Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
	7. The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.
6. Staff and Key Personnel
	1. If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
		1. refuse admission to the relevant person(s) to the Customer’s premises;
		2. direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
		3. require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

* 1. The Supplier shall:
		1. ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
		2. if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer’s premises in connection with the Agreement; and
		3. procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
	2. Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
	3. Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
1. Assignment and sub-contracting
	1. The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
	2. Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
	3. The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier’s obligations under the Agreement.
2. Intellectual Property Rights
	1. All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
	2. All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
	3. The Supplier hereby grants the Customer:
		1. a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
		2. a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
			* 1. any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
				2. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

* 1. The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.
1. Governance and Records
	1. The Supplier shall:
		1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
		2. submit progress reports to the Customer at the times and in the format specified by the Customer.
	2. The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer’s representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.
2. Confidentiality, Transparency and Publicity
	1. Subject to clause 11.2, each Party shall:
		1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
		2. not use or exploit the disclosing Party’s Confidential Information in any way except for the purposes anticipated under the Agreement.
	2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
		1. where disclosure is required by applicable law or by a court of competent jurisdiction;
		2. to its auditors or for the purposes of regulatory requirements;
		3. on a confidential basis, to its professional advisers;
		4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
		5. where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier’s obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier’s confidentiality obligations under the Agreement; and
		6. where the receiving Party is the Customer:
			* 1. on a confidential basis to the employees, agents, consultants and contractors of the Customer;
				2. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
				3. to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
				4. in accordance with clause 12 and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the customer under this clause 11.
	3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
	4. The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.
3. Freedom of Information
	1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
		1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
		2. transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
		3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
		4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
	2. The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.
	3. Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.
4. Protection of Personal Data and Security of Data
	1. The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under Data Protection Legislation and both Parties shall duly observe all their obligations under Data Protection Legislation which arise in connection with the Agreement.
	2. REPLACED BY ANNEX 6 IN RELATION TO PROTECTION OF PERSONAL DATA
	3. When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.
5. Liability
	1. The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
	2. Subject always to clauses 14.3 and 14.4:
		1. the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
		2. except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
			* 1. loss of profits;
				2. loss of business;
				3. loss of revenue;
				4. loss of or damage to goodwill;
				5. loss of savings (whether anticipated or otherwise); and/or
				6. any indirect, special or consequential loss or damage.
	3. Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
		1. death or personal injury caused by its negligence or that of its Staff;
		2. fraud or fraudulent misrepresentation by it or that of its Staff; or
		3. any other matter which, by law, may not be excluded or limited.
	4. The Supplier’s liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.
6. Force Majeure
	1. Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.
7. Termination
	1. The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
	2. Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
		1. (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
		2. repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
		3. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
		4. undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
		5. breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
		6. becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier’s assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
		7. fails to comply with legal obligations in the fields of environmental, social or labour law.
	3. The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
	4. The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
	5. Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
	6. Upon termination or expiry of the Agreement, the Supplier shall:
		1. give all reasonable assistance to the Customer and any incoming supplier of the Services; and
		2. return all requested documents, information and data to the Customer as soon as reasonably practicable.
8. Compliance
	1. The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer’s premises and which may affect the Supplier in the performance of its obligations under the Agreement.
	2. The Supplier shall:
		1. comply with all the Customer’s health and safety measures while on the Customer’s premises; and
		2. notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer’s premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
	3. The Supplier shall:
		1. perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer’s equality and diversity policy as provided to the Supplier from time to time; and
		2. take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
	4. The Supplier shall supply the Services in accordance with the Customer’s environmental policy as provided to the Supplier from time to time.
	5. The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
		1. the Official Secrets Acts 1911 to 1989; and
		2. section 182 of the Finance Act 1989.
9. Prevention of Fraud and Corruption
	1. The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
	2. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
	3. If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
		1. terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
		2. recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.
10. Dispute Resolution
	1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
	2. If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
	3. If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.
11. General
	1. Each of the Parties represents and warrants to the other that it has full capacity and Customer, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
	2. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
	3. The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
	4. The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
	5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
	6. The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any Customer to make any commitments on the other Party’s behalf.
	7. Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
	8. If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
12. Notices
	1. Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
	2. Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
	3. Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.
13. Governing Law and Jurisdiction
	1. The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

**ANNEX 2 – PRICE SCHEDULE**

**This text has been redacted under the exemptions set out by the Freedom of Information Act.**

**ANNEX 3 – STATEMENT OF REQUIREMENTS**

# PURPOSE

## GCS (Government Communication Service) requires an external Supplier with the expertise, capability and successful experience in developing Digital Learning courses. The Supplier will lead on the design and delivery of one Digital Learning course.

### The Authority is looking for a partnership with an established online learning provider who is able to create content for one course: Digital Communications. This entails design and creation of learning content in partnership with GCS.

### This will assist with UK Government work with overseas Governments helping them to deliver strategic, citizen-focused communications.

# BACKGROUND TO THE CONTRACTING aUTHORITY

## The Cabinet Office is the centre of Government. Its purpose is: to support the Prime Minister and Cabinet to deliver the Government’s programme; drive efficiencies and reforms that will make Government work better; create a more united democracy; and strengthen and secure the United Kingdom at home and abroad.

## GCS is the professional body for people working in communication roles across Government. Its aim is to deliver world-class communications that support Ministers' priorities, improve people's lives and enable the effective operation of our public service. It serves both politicians and the public alike.

## The GCS Knowledge and Capability Unit supports a secure and prosperous United Kingdom by improving the ability of partner Governments to engage effectively with priority audiences in support of Foreign Commonwealth Office (FCO) and wider Her Majesty's Government (HMG) objectives in their country and across the wider region.

# Background to requirement/OVERVIEW of requirement

## GCS has been building its Digital Learning capability over the last eighteen months and is now looking to expand its portfolio to include one new course.

### **Digital Communications**

#### To date, the Knowledge and Capability Unit within GCS has created courses focussed on three different areas of communications (crisis, campaigns and disinformation) in addition to an introduction course.

#### This course will focus on training users from both the UK and international partners in the use of Digital Communications, the next strand of communications which is being added to the online curriculum.

#### The supplier will work closely with the GCS Product Team to define a learning course which aligns to user needs and GCS priorities. This will take into account insight and user feedback on performance of existing courses.

# definitions

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| CO | Cabinet Office |
| EdX | A free and open-source course management system used as a Digital Learning platform |
| Digital Learning | An electronic or online learning course that may wholly delivery or be a supporting element of a wider learning programme. |
| FCO | Foreign Commonwealth Office |
| GCS | Government Communication Service |
| HMG | Her Majesty’s Government |
| KPIs | Key Performance Indicators |

# scope of requirement

## GCS is looking for a Supplier to co-design and co-deliver one Digital Learning course on Digital Communications.

## GCS is looking for the potential supplier to provide a summary of their proposed creative and design approach, as well as technical specification.

## The course must be capable of being adapted and tailored to deliver to users across a large variety of languages, cultures and geographical regions. Geographical regions are not yet known, and therefore the course provider must have the capability to translate course content into native language of our users.

## GCS require the course to take into account all levels of digital skills and experience.

## Technology and infrastructure capability vary within these geographical regions. The Authority therefore require the portal to be cloud based in order to provide greatest flexibility for user access.

## To date the customer Digital Learning system has been developed on edX. GCS would like consistency of user experience across its Digital Learning portfolio.

## The platform must meet relevant industry standards and accessibility in line with General Data Protection requirements. As a minimum, the solution should meet with WCAG 2.1 AA Accessibility requirements.

## The Supplier will have proven expertise in developing and delivering successful Digital Learning courses, including blended learning. They will have experience of working with complex organisations with multiple stakeholders, and ideally experience of working with Government.

## Reporting: The Digital Learning platform will need to offer regular reporting about the course participants and results, which can be used and accessed by GCS. The Supplier will need to provide support to help GCS understand where changes need to be made based on this reporting.

## Support: The Supplier will be responsible for amending issues detected during testing, piloting and in the live phase. The Supplier will need to train the GCS Product Team in using the product and updating/moderating content as appropriate. They will also need to provide technical support, promptly resolving any IT issues related to the platform.

# The requirement

## **Course Production**

### The Supplier must collaborate with GCS to design, deliver and host one Digital Learning course on Digital Communications.

### For this course, the Supplier must work closely with the GCS Product Team on an Alpha phase of work. In this phase there will be a focus on ideation and testing assumptions. In the Alpha phase, the supplier will:

#### Develop innovative solutions for meeting User Needs

#### Iterate solutions based on user research feedback

#### Prioritise and work on items which involve more development

#### Produce agreed segments of the course ready for testing with users

#### Work closely with the GCS product team to jointly devise a plan for Beta

#### Agree the success criteria for the Beta phase

### For this course, the supplier must work closely with the GCS Product Team on a Beta phase of work. In this phase there will be a focus on delivering a product which is ready for market. In the Beta phase, the supplier will:

#### Continue to engage with end users and take part in user research where required

#### Iterate content based on User, Stakeholder and GCS Product Team feedback

#### Deliver a full working course

#### Devise a plan for iterating and maintaining the course in Live

### For each course, the supplier must work closely with the GCS Product Team to maintain the Live product. The supplier will:

#### Supply learner and coach analytics in a user friendly format

#### Work with the GCS Product Team to develop updated versions of the course

#### Work with the GCS Product Team to develop and implement a Roadmap of future work on the course

### The Supplier must provide expertise on how best to deliver the content to encourage learner engagement and ensure that learner outcomes are achieved. This includes expertise in best practice in online learning design, including minimising participant drop-off.

### The Supplier should include appropriate learning interventions and exercises based on their knowledge of best practice in adult learning.

### The Supplier must have relevant and demonstrable experience in creating, developing and supporting online and blended learning experiences for courses of a similar nature, to support professional development learning outcomes across a variety of languages, cultures and regions.

### The Supplier must be able to translate course materials into a variety of global languages if required.

### The Supplier should include a portfolio of credentials in their response.

## **Platform requirements and User Interface**

### The course should support social and collaborative learning across global users, which enhances a global community of online communications practitioners.

### The course should be simple and intuitive for learners to use, in order to support a learner journey amongst different cultural audiences and across different languages.

### The course will need to support industry and WCAG 2.0 standards of accessibility across global markets through a range of electronic devices including mobiles, tablets, laptops and desktops. It will need to be compatible with a variety of internet browsers, mobile and tablet devices globally. Governments often use outdated browsers and this will need to be accounted for.

### The course should be streamlined in terms of content complexity and file sizes to cater for low-bandwidth situations, or have an option to switch to a low bandwidth version of online content.

### The Supplier will ensure that when all video content is created, transcript and subtitles are also created.

### The Supplier will ensure the course is hosted on servers in the United Kingdom. It is possible this could be expanded to the European Economic area - please see point 17.9.

## **Design and Iteration**

### The Supplier should have strong visual design capability, including UX and video production.

### The Supplier will have an iterative, test-and-learn approach to design and production and experience in designing to meet user needs.

## **Reporting and evaluation**

### The Supplier must provide visual reporting to support our evaluation of user experience, course completion, and learner outcome attainment e.g. completion rates, step by step breakdown of learner journeys to identify key drop-out points. The Supplier will work with GCS to design a report that meets their needs.

### Based on this evaluation, the Supplier will work closely with GCS to improve user engagement as required.

### The Supplier will provide an effective channel for course participants to give on-going feedback on their user experience and issues they are encountering.

## **Support and maintenance**

### The Supplier will quote separately for a once-live maintenance cost on a 12-month basis, though this may be pro-rata depending on contract start date.

### The Supplier will provide an Exit Plan for all Digital Learning content, regardless of the platform used for hosting. This Exit Plan must include an agreed approach to moving all GCS owned content on to another platform and is to be written and agreed within the first three months of the contract.

## **Working with the GCS Product Team**

### The Supplier will have a flexible approach to working with GCS, with an openness to co-creation.

### The Supplier will agree on the team members allocated for each individual module. The GCS Product Team expect to use a "One Team" approach to delivery, with supplier development staff also available to the GCS Product Team for communications.

### The Supplier will allow the GCS Product Team to interact directly with all staff working on the Product.

### The Supplier will use the tools and processes for delivery as agreed with GCS.

# key milestones and Deliverables

## The potential Supplier should note the following project timeline that the Authority will measure the quality of delivery against.

## A percentage payment of the final contract value will be made on successful delivery of the separate key milestones listed below.

## The following Contract milestones shall apply:

|  |  |  |  |
| --- | --- | --- | --- |
| Course 1: Digital Communications | Alpha | Beta | Live |
| Percentage of course | 20% | 50% | 30% |
| Indicative Timescales | March 2020 | May 2020 | October 2020 |
| Milestones | Completion of Alpha phase, including at least two rounds of user testing. Reach definition of success as identified in Discovery. | Completion of Beta phase. Including full end-to-end journey available for the market. Reach definition of success as identified in Alpha. Roadmaps for future of products agreed. Marketing approach for courses agreed. | No defined milestones. Funding to be allocated to statements of work for iteration and user testing based on the Product Roadmap defined in Beta.  |

#

# AUTHORITY RESPONSIBILITIES

## The Authority will be responsible for paying the Supplier on time, following satisfactory completion of milestones.

# MANAGEMENT INFORMATION/reporting

## The Supplier will report to a named day-to-day GCS Product Team lead within the GCS Knowledge and Capability Unit.

## A project delivery team drawn from the GCS Knowledge and Capability Unit and including the Supplier will meet regularly, at least three times a week, including substantial face-to-face working sessions.

## GCS Product Team will present a walkthrough of work completed every two weeks. This “Show and Tell” will be presented to stakeholders. The session will allow input from users and subject matter experts on a regular basis. The Supplier will provide materials for these sessions.

# volumes

## The course will be available to a global audience of Government communicators. Within overseas Governments, the number of communications staff can range from 5 to 500.

# continuous improvement

## The Supplier and GCS will work in accordance with the principles of agile development. The Supplier will have an iterative, test-and-learn approach to design and production and a knowledge of how to design to meet user needs.

## The courses will be continuously improved in line with user feedback and developments in industry best practice.

## Changes to the way in which the services are to be delivered must be brought to the attention of the Authority and agreed prior to any changes being implemented.

# Sustainability

## Products should be developed with due regard to environmental impact, diversity and equality.

# quality

## The Supplier will adhere to Digital Learning standards and Accessibility guidelines outlined in the [GDS Service Manual.](https://www.gov.uk/service-manual)

## The Supplier will use Digital Learning best practice to ensure the course meets user needs. In order to do this, the Supplier will proactively take on board insight from users while designing the course.

## The Supplier will meet brand and style guidelines as defined by GCS.

## All content is to be approved by GCS before being released.

## The technical platform must facilitate the moderation of user-generated content (e.g. Chat) by GCS at a local and global level.

# PRICE

## The Supplier will provide the total price of the contract to meet the requirement.

## In addition, the price should be broken down as appropriate into the following components:

### Design and delivery of Digital Communications digital learning course:

#### Alpha Phase (20%)

#### Beta Phase (50%)

#### Live Phase (30%)

### Maintenance, hosting, reporting and tech support for both courses on a 12-monthly basis

## Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

# STAFF AND CUSTOMER SERVICE

## The Authority requires the Supplier to provide a daily level of resource throughout the duration of the digital learning courses development contract, in order to consistently deliver a quality service to all Parties.

## Supplier’s staff assigned to the Digital Learning course development will have the relevant capability, qualifications and experience to deliver the Contract. English is the working language of the project team.

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

## The Supplier and any sub-contractors will be able to work within UK time zone.

# service levels and performance

## GCS expects excellent levels of service across the following areas.

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI/SLA** | **Service Area** | **KPI/SLA description** | **Target** |
| 1 | Meeting production timeframe | Key production milestones to be achieved in the timeframes stated in clause 7.1  | 100% |
| 2 | Quality  | Course design and content produced to an excellent standard – innovative, professional, attractive and based on user needs | 100% |
| 3 | Staffing | Supplier sufficiently staffed to meet GCS needs throughout contract duration | 100% |
| 4 | Security needs | Supplier meets security requirements as stated in clause 17 | 100% |
| 5 | Technical | Encountering technical difficulties is known to be a major risk factor for drop-offs in course participation, therefore prompt investigation and resolution of issues arising is critical and should be resolved within 24 hours. | 100% |

## If performance falls short of expectations and contractual agreements the Contract may be terminated early in accordance with the terms and conditions point 16 of Attachment 5.

# Security and CONFIDENTIALITY requirements

## Suppliers must have appropriate and documented IT, physical, personnel and procedural security measures in place to prevent any unauthorised access to, or leakage of, data collected as part of the training, and to prevent it being shared with any unauthorised third parties.

## **Certification Requirements**

### The Supplier must have a current and valid Cyber Essentials Plus Certificate awarded by one of the Government approved Cyber Essentials accreditation bodies within the last 12 months (see: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview) and/or a current and valid ISO 27001:2013 Certification, or be willing to obtain one of these certifications within three months of contract award.

## **Patching and Penetration Testing/IT Health Checks**

### The Supplier must proactively monitor Supplier vulnerability websites and demonstrate the ability to ensure all necessary patches and upgrades are applied to maintain security, integrity and availability in accordance with the Cloud Security Principles https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles

### The Supplier must undertake the following security assurance activities at their own cost and expense to demonstrate that the people, processes, technical and physical controls have been delivered in an effective way:

#### Penetration testing to be carried out by certified CREST or CHECK supplier, within 3 months of Contract Award.

#### Penetration testing of the production environment must be done before any Authority data is stored or processed on the platform,

#### The penetration testing scope must include any devices used to manage the solution,

#### An annual penetration test must be undertaken with the scope agreed with the Authority and when there is a significant change to the infrastructure/service,

#### After receiving the penetration testing report, the full report must be shared with the Authority and the Supplier must produce a remediation plan to agreed timescales which must be agreed with the Authority.

## **Physical Security**

### On physical security, the Supplier must have appropriate physical security measures in place in any data centres used to host the Authority’s data and should describe in detail what those measures are.

## **Personnel Security**

### Potential Providers will ensure all staff have undergone pre-employment checks to a minimum of the Government Baseline Personnel Security Standard.

## **Risk Management Documentation**

### The successful Supplier will prepare a Risk Management Document (a template will be provided by the Authority), which details the information assurance and security controls applied to the delivery of the solution. This will include how the Supplier is meeting the Cloud Security Principles: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

### The Supplier will need to keep this document updated to reflect the current security position at least annually during the life of the contract.

## **Protective Monitoring**

### The Supplier must ensure that they have a protective monitoring solution and regime in place at all times and must be able to provide evidence of such.

## **General Data Protection Regulation (GDPR) Compliance**

### Full compliance with the GDPR and any other applicable data protection laws is essential, with the Authority being the Data Controller and the Supplier being the Data Processor.

## **Hosting**

### The course will ideally be hosted in the United Kingdom. In order to meet current GDPR requirements, the solution must be hosted within the European Economic Area (EEA) or have equivalent measures in place (e.g. Privacy Shield or model contract clauses)

## **Third Party Suppliers**

### Any Third Party Suppliers involved in the delivery of the solution must meet with the certification requirements at 17.1.1 unless agreed otherwise by the authority.

## **Incident Reporting**

### Any security incidents relevant to the solution must be reported to an agreed point of contact within the Authority within two working days.

# payment AND INVOICING

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

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

# CONTRACT MANAGEMENT

## Attendance at Contract Review meetings shall be at the Supplier’s own expense.

# Location

## The location of the Services will be carried out at on-line, and within Government offices in Whitehall, London, UK. A limited amount of the Services may be required to be carried out overseas, for example to produce course content drawn from GCS practitioners working with overseas Governments. If necessary, these costs will be covered by GCS.

## All overseas travel is to be approved by the Contracting Authority, paid in line with Cabinet Office Travel and Subsistence policy.

**ANNEX 4 – SUPPLIERS RESPONSE** (From the Supplier’s Bid of 30/01/2020)

**This text has been redacted under the exemptions set out by the Freedom of Information Act.**

**ANNEX 5 – CLARIFICATIONS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref** | **Clarification Question** | **Response** | **Date Issued**  |
| 1 | Mention within your brief and the SOR that there is an international audience for this requirement, is there any potential for translation with this requirement? | First language for this requirement will be English. There is the potential for translation, based on market demand. Ideally like for the ability for content to be translated if required, however the initial build would be in English. The Authority would like for the platform to be built with translation in mind. |  |
| 2 | What is the platform that the Contracting Authority currently use? | Open EdX, this is linked out in a couple of other existing courses as well, moving forward, we are happy to keep our options open in relation to the platform, both from a learning and functionality perspective. |  |
| 3 | Is GCS seeking development for one course and a hosting platform, or just the development of one course? | In the short term and duration of the contract, we would continue to use EdX as the hosting platform.  |  |
| 4 | Please can you provide further information on the volume of content for your Digital Communications course? | The course would follow a similar pattern to our other digital products: * 6-8 online modules, each taking approx. 30mins -1 hour to complete
* Scripted videos of UK Govt experts
* Graphics to visualise and reinforce learning
* Variety of activities for learners, including MCQs, written tasks
 |  |
| 5 | Regarding the 3 courses previously produced with the Knowledge and Capability Unit within GCS, are you able to share which Supplier GCS procured to develop these courses? | Our supplier for all previous courses has been Construct Education.  |  |
| 6 | With regard to your translation requirements. We appreciate geographical regions are not yet known, however, in order for us to calculate accurate costs for this additional work, please can you provide further information on the 'large variety of languages' you require? | As an example, our most established course has been translated into French and Ukrainian in the past 12 months. As discussed, much demands on market demand, but potential future translations are more likely to be French, Spanish, Russian and Arabic.  |  |
| 7 | Is your future translation work factored into the budget for this contract? | We would normally seek to fund translation work outside of the existing budget. However a priority translation may be drawn against ‘live/iteration’ area of the budget. |  |
| 8 | Will content be ready and available at project commencement? | No. We expect to have a course curriculum by the time of project commencement, which would need to be written first. |  |
| 9 | Are you able to give us an indication of the content for the programme? | See Q4 |  |
| 10 | Are you able to give us an idea of the scope of the content in terms of numbers of hours of learning? | See Q4 |  |
| 11 | Would you envisage the course to have rich media elements? Such as video and animation, etc. and how much? | Yes, see Q4  |  |
| 12 | Is there a possibility that this content could be hosted on the Civil Service Learning platform? Or would you like a separate platform? | In the short term, the platform would stay the same. However we are exploring the ways to make the course more widely available to UK civil servants |  |
| 13 | Would you still like to use the EdX platform or are you looking for an alternative to host this and possibly other courses? | We are open to suggestions of alternative platforms when there is a clear benefit in terms of functionality vis a vis EdX or supplier expertise with a different platform.  |  |
| 14 | Do you have a clearer specification of the features needed for the platform? | The platform should be open source, with the flexibility to host a variety of media formats, such as video, rich graphics and activity types. It should also be mobile and desktop friendly. |  |
| 15 | What do you expect the total number of users to be for the platform and content? | We are at an early stage of cohort management, however the ability to offer a course simultaneously to approx. 500 users is expected. |  |
| 16 | Do you have an idea of how the budget should be split between the platform and the learning content? | Learning content is envisaged to be the majority of the budget.  |  |
| 17 | Do GCS have:a. A clear idea of the content going into the course?b. Defined set of learning outcomes?c. Any existing content that could be embedded into the course? | We are currently at the Discovery stage of development, but can share the draft course curriculum.  |  |
| 18 | In Attachment 3, item 14.2.1 you’ve asked to break down the price of the course however you’ve not asked for the cost of the platform implementation | In the short term we expect to continue using the EdX platform. If you have additional ideas relating to platform we would welcome it’s inclusion in the proposal.  |  |
| 19 | Are you able to share a recording of the clarification call that took place on Friday 17th January? | No audio recording was made, however the two questions asked are included as Q1 and Q2 above. |  |
| 20 | What is the expected size of the digital communications course in terms of learner seat time (hours)? | See Q4 |  |
| 21 | Is this a blended course or a complete self-paced (asynchronous course)?a. If blended, please describe the components/break-up of the blended course?b. If online/asynchronous, please describe the components/break-up of the course? | It will be self-paced (digital only).See Q4. |  |
| 22 | How many modules (topics/sub-topics) will the course comprise of? Please can you share the TOC and the expected learner seat time, learning objectives and outcomes for each? (especially if you aim to create bite sized or micro learning) | See Q4. |  |
| 23 | Can you describe the pedagogy (instructional design) of the course and the activity types you expect to include? E.g. Videos (talking headshots), (live footage shoots on site)? | See attached course curriculum. Activity types include MCQ questions, written tasks, a course simulation and scripted videos with experts.  |  |
| 24 | Do you expect to include rich interactive media (scorm?) that could be authored using course authoring tools (like Articulate Storyline, Rise, H5P, Adapt etc?) and this will be content produced outside the LMS and integrated via SCORM for tracking/grading/reporting to them LMS? | No SCORM content has been produced to date on other courses.  |  |
| 25 | What activity types do you expect to include from standard LMS activities like blog, portfolio, quizzes, chat, assignments, feedback, reporting/gradebook? | The course will be self-directed, so the amount of LMS involvement in course activity will be minimal. Activities we will draw on heavily will be MCQ questions, activity grids, drag and drop exercises and simulation exercises brought to life with videos and graphics.  |  |
| 26 | Do you expect the vendor to develop the learning platform in any specific LMS or OpenEdX. We will propose implementing this course in Moodle LMS which is the world’s largest open source LMS currently with an enterprise class architecture. | We would welcome proposals for both EdX and Moodle LMS. |  |
| 27 | With regards to multi-lingual capability, we understand that we will require to provide for language translation of the learning portal as well as the contents of the course and all its media in the different languages. Please identify the languages specifically in this first contract and contract value so that we can provide it in our quote. (This cannot be open ended in our quote as each language requires translation, audio voiceover, localization etc. that need to be commissioned). | Translation would be based on market demand, so cannot be predicted. Existing translations for a previous course are French and Ukrainian for example. Would you be willing to include a certain number of translations in the proposal? |  |
| 28 | For backward compatibility, we assume browser support for IE11 and beyond. | That is a fair assumption. We will be offering courses in market internationally, with a variety of potential software and hardware limitations.  |  |
| 29 | Attachment 1, 2.2, “The contract is for 19 months, there is no option to extend the contract”. Please advise how this will work in practice.Scenario 1; build takes 5 months, support and maintenance contract is for 12 months, does contract end after 17 months or extend to 19 months?Scenario 2; build takes 9 months, support and maintenance contract is for 12 months, does the contract end after 19 months (explaining ref to pro-rata in 6.5.1 attachment 3) or extend to 21 months? | The contract for design/creation cannot be extended, however a separate service agreement for continued support of the course may be put in place at a later date. |  |
| 30 | Attachment 1, 2.3 “The maximum contract value is £90,000”. Please confirm whether this includes the 12 month support / maintenance contract or not? | This would include 12 months supporting any testing and live user research sessions during the 12 months of the contract. We do not anticipate large scale cohorts taking the course during this initial 12 months.  |  |
| 31 | Open EdX has been referenced as the hosting platform. Should any bid submission include continuation of hosting costs or is this already covered for the lifetime of the course in question? | This is covered by a separate agreement. |  |
| 32 | For clarity, the tender is to create one course which comprises of 6-8 modules (~8hrs total learning) on an internal instance of Open EdX (ie. not open for public sign up). Is this correct? | Initially the course would sit within EdX ‘staging’. It is possible that some instances may move into ‘production’ for testing and live UR.  |  |
| 33 | With regards to co-creation, will GCS staff be available/interested in creating content potentially directed by the supplier (e.g. supplier support provided to GCS staff to write content for video scripts or learning materials) or is all editorial work to be provided by the supplier? | GCS staff have a small team of content designers who will write the majority of the knowledge content, in concert with subject experts in Government. The supplier’s role is to support the course with filming, graphics creation and activity creation. We are always open to new ideas to visualise or make courses more immersive.  |  |
| 34 | If translation were to be required, is the idea that the supplier would help create a new instance of the course in each language within this bid submission? And if so, how many of such instances may be required (e.g. based on previous experience)? | Yes, a new instance per translation would be needed. We have one course which has been live for 9 months and currently has two translations (French and Ukrainian), so this would not be a large number.  |  |
| 35 | "Technology and infrastructure capability vary within these geographical regions". Is internet connectivity ever an issue with international partners (e.g. all content should be downloadable) or is fairly stable internet access a minimum expectation for international partner engagement? | It can be a significant issue and would be considered when deciding whether digital learning is a possibility in any given market. Generally speaking, working with overseas governments means that stable connections are possible for most public sector workers we currently partner with. |  |
| 36 | Is there an indicative curriculum or outline of topics already scoped, e.g. titles for each of the 6-8 modules? | Yes, see attached curriculum document.  |  |
| 37 | Attachment 3 - Statement of Requirements14.2.2 Maintenance, hosting, reporting and tech support for both courses on a 12-monthly basisPlease clarify the two courses in question - does this refer to a beta-test and live version? | That’s correct, for courses both in ‘staging’ and ‘production’ areas of EdX.  |  |
| 38 | Why have you commissioned the new course at this time? Is it in response to a particular need or challenge? | Upskilling in digital comms is seen as particular priority area both in UK public sector and abroad, where we expect demand to be high. It is a specialist area and often it is attempted without specific knowledge of how it can be most effective.  |  |
| 39 | You mentioned that “To date, the Knowledge and Capability Unit within GCS has created courses focussed on three different areas of communications (crisis, campaigns and disinformation) in addition to an introduction course.” Can we see these courses? How closely aligned to these existing courses does this new course need to be? Can you share any feedback on these courses at this time to help us understand user preferences? | We can’t share access to the courses. In terms of variability, there will be close alignment in terms of writing, structure and activity types, but we are interested to see what ideas a supplier could bring in terms of new activities and a visual brand for the course.  |  |
| 40 | Are these courses currently available on edX? | Yes, although only the Campaigns course is at a live stage.  |  |
| 41 | Is the use of edX a requirement or might this course be hosted elsewhere? | We are happy to receive suggestions for alternative platforms.  |  |
| 42 | Do you have a sense of the anticipated scope (i.e. length of the learning / how much content there will be?) | Yes, see Q4. |  |
| 43 | Can you please provide further details regarding the jobs of people who will be using this training? | These will be mid-level civil servants and public sector workers in the Comms profession, both in UK and overseas.  |  |
| 44 | Is this course intended to be open access to anyone interested, or will it be provided to specific people? If the latter• What kinds of roles are they doing?• How familiar are they with digital communications are they currently?• How big a part of their jobs is digital communications (i.e. how frequently will they need to use the information in the course?)• What are typical attitudes towards the subject? Are people keen and curious, or do they not see how this is relevant to them?• What do you hope people will do differently as a result of this training? Are some people already doing this really well?• What kinds of devices will people use to access the learning? Computers / tablets / phones• Will time be made for people to do this or will they need to fit it in around their main duties? | The latter. See Q42.* This is pitched at a mid-level professional audience, so intended for those who already have general Comms experience and knowledge.
* It is assumed they will regularly use digital communications as part of their role.
* We anticipate interest and curiosity will be high, as the courses will be targeted at those who will gain the most benefit.
* The majority of users will see the course on a laptop or tablet. A minority will use a smart phone.
* It is assumed that users will fit the course around their main duties.
 |  |
| 45 | Is the course primarily about building awareness / knowledge / skills / confidence / motivation / something else? | It is about building awareness in the importance and power of digital comms and also providing skills to be able to use it effectively.  |  |
| 46 | Are you able to provide any sample source material (or even subject headers) so we can perhaps provide an example of how might approach the topic? | Yes, see draft course curriculum. |  |
| 47 | What level of detail would you find useful in terms of the summary of creative approach? | An overview of your creative process, summary of visual style and how adaptable this is. Secondly, your approach to collaborative working and methods used (stand ups, Kanban boards, agile working) etc. |  |
| 48 | What does success look like for this project? | At the end of the contract, a course which is market ready for domestic and international audiences and able to be iterated on in future.  |  |
| 49 | Have you considered how this will be measured? | Via UR with test audiences, meeting the set learning objectives and via regular liaison with stakeholders, including UK Govt Comms Service. |  |
| 50 | Do you have subject matter experts available or do you need a vendor to bring that expertise to this project? | We will use SME’s from within UK Govt.  |  |
| 51 | Point 5.9 on attachment 3 suggest additional reporting requirements, what might these be assuming they are beyond those available via SCORM? | This is in reference to regular analytics for live courses, such as drop off rates, completion rate, amount of time spent on a page/course etc. |  |
| 52 | Point 6.1.9 of Attachment 3 mentions a ‘portfolio of credentials.’ Can you clarify what is specifically required? | A portfolio of professional experience both for the company and individuals assigned to our contract.  |  |
| 53 | Hosting: Our understanding is that you have a preference for your current Digital Learning system developed on edX. However, it is unclear that this system will provide the required data and analytics. Can you confirm it is does have the required functionality and if not whether you are looking to the chosen supplier to provide the required platform? | EdX has a very limited analytics function. We currently use google analytics to provide additional data on our live courses.  |  |
| 54 | Attachment 316.2.5 'Technical' - Encountering technical difficulties is known to be a major risk factor for drop-offs in course participation, therefore prompt investigation and resolution of issues arising is critical and should be resolved within 24 hours.Is the supplier to also provide delivery support for the facilitation of the course, e.g. tutoring and/or IT troubleshooting?>> To what extent are GCS staff involved in the day-to-day delivery of tutoring support?>> To what extent does the Open EdX hosting provider (if one exists) supply troubleshooting support, ie. is the supplier of this bid to provide first-line support to the 5-500 learners and liaise with the hosting provider to rectify any platform issues? | We would expect a supplier to provide IT/technical support for this course during the duration of the contract. However, the number of live and test audiences in the first 12 months is likely to be very small, with cohorts of 5-50 learners.  |  |

**ANNEX 6 – ADDITIONAL TERMS & CONDITIONS**

1. Data Protection

* 1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 to this Schedule (Processing Personal Data) by the Customer and may not be determined by the Supplier.
	2. The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
	3. The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
		1. a systematic description of the envisaged processing operations and the purpose of the processing;
		2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
		3. an assessment of the risks to the rights and freedoms of Data Subjects; and
		4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:

* + 1. process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
		2. ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
			1. nature of the data to be protected;
			2. harm that might result from a Data Loss Event;
			3. state of technological development; and
			4. cost of implementing any measures;
		3. ensure that :
			1. the Supplier Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Annex 1 (Processing Personal Data));
			2. it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
				1. are aware of and comply with the Supplier’s duties under this Clause;
				2. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
				3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Contact; and
				4. have undergone adequate training in the use, care, protection and handling of Personal Data;
		4. not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
			1. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
			2. the Data Subject has enforceable rights and effective legal remedies;
			3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
			4. the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
		5. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the this Contract unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.7, the Supplier shall notify the Customer immediately if it:

* + 1. receives a Data Subject Access Request (or purported Data Subject Access Request);
		2. receives a request to rectify, block or erase any Personal Data;
		3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
		4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
		5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
		6. becomes aware of a Data Loss Event.

1.6 The Supplier’s obligation to notify under Clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.

1.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

* + 1. the Customer with full details and copies of the complaint, communication or request;
		2. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
		3. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
		4. assistance as requested by the Customer following any Data Loss Event;
		5. assistance as requested by the Customer with respect to any request from the Information Commissioner’s Office, or any consultation by the Customer with the Information Commissioner's Office.

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

* + 1. the Customer determines that the processing is not occasional;
		2. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
		3. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer’s designated auditor.

1.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:

* + 1. notify the Customer in writing of the intended Sub-processor and processing;
		2. obtain the written consent of the Customer;
		3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.11 such that they apply to the Sub-processor; and
		4. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

1.12. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

1.13 The Supplier may, at any time on not less than 30 Working Days’ notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Customer may on not less than 30 Working Days’ notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

* 1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 (Processing Personal Data) by the Customer and may not be determined by the Supplier.
	2. The Supplier shall notify the Customer immediately if it considers that any of the Customer’s instructions infringe the Data Protection Legislation.
	3. The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
		1. a systematic description of the envisaged processing operations and the purpose of the processing;
		2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
		3. an assessment of the risks to the rights and freedoms of Data Subjects; and
		4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.18 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:

* + 1. process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
		2. ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
			1. nature of the data to be protected;
			2. harm that might result from a Data Loss Event;
			3. state of technological development; and
			4. cost of implementing any measures;
		3. ensure that :
			1. the Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Annex 1 (Processing Personal Data));
			2. it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
				1. are aware of and comply with the Supplier’s duties under this Clause;
				2. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
				3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Call Off Contract; and
				4. have undergone adequate training in the use, care, protection and handling of Personal Data;
		4. not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
			1. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
			2. the Data Subject has enforceable rights and effective legal remedies;
			3. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
			4. the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
		5. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.

1.19 Subject to Clause 1.21, the Supplier shall notify the Customer immediately if it:

* + 1. receives a Data Subject Access Request (or purported Data Subject Access Request);
		2. receives a request to rectify, block or erase any Personal Data;
		3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
		4. receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data processed under this Call Off Contract;
		5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
		6. becomes aware of a Data Loss Event.

1.20 The Supplier’s obligation to notify under Clause 1.19 shall include the provision of further information to the Customer in phases, as details become available.

1.21 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.19 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

* + 1. the Customer with full details and copies of the complaint, communication or request;
		2. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
		3. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
		4. assistance as requested by the Customer following any Data Loss Event;
		5. assistance as requested by the Customer with respect to any request from the Information Commissioner’s Office, or any consultation by the Customer with the Information Commissioner's Office.

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

* + 1. the Customer determines that the processing is not occasional;
		2. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
		3. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.23 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer’s designated auditor.

1.24 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

1.25 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:

* + 1. notify the Customer in writing of the intended Sub-processor and processing;
		2. obtain the written consent of the Customer;
		3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.25 such that they apply to the Sub-processor; and
		4. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

1.26 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

1.27 The Supplier may, at any time on not less than 30 Working Days’ notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).

1.28 The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Customer may on not less than 30 Working Days’ notice to the Supplier amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

**Annex 1 – Processing Personal Data**

**Authorised Processing Template**

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

This text has been redacted under the exemptions set out by the Freedom of Information Act.

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

This text has been redacted under the exemptions set out by the Freedom of Information Act.

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

|  |  |
| --- | --- |
| **Contract Reference:** | **CCHR19A93** |
| **Date:**  | **Monday 23rd March 2020** |
| **Description Of Authorised Processing** | **Details** |
| Identity of the Controller and Processor | Customer as Controller The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 1.1. |
| Subject matter of the processing | * Registration and participation in GCSI e-learning platform (participants)
* Facilitation of the course and interaction with users (course leaders)
* Produce course materials, including providing images and videos of course leaders
* Interaction between participants and with course leaders
* Verify effectiveness of learning materials through analytics and assessment
 |
| Duration of the processing | * Data will be held for a year following completion of the course. Completion of the course in this case refers to the reception of a final mark of achievement. (participants)
* After this period of retention, participants will be contacted to verify that they would like to continue having access to the course materials and being contacted by GCSI, as alumni members of the course. (participants)
* Data will be held for duration of employment with GCSI as any contribution to the course will be vital for the participants to benefit from on a continuing basis. On request, any personal data from these contributions to the course can be removed with non-identifiable contributions remaining on the course. (course leaders)
 |
| Nature and purposes of the processing | * Users of the platform will be required to provide an email address, and their name in order to create an account to access the material on the platform. This information is stored on the Proversity system. (participants and course leaders)
* The learning design of the course encourages users to provide additional information which could include uploading a picture for their account, or providing biographical information (job role, aspirations, motivations), but does not require this (participants)
* Data will be processed on a learner’s usage history and interactions with the platform, such as their answers to questions, with this information being made available to instructors through an analytics platform. Participants will be personally identifiable from learning analytics, these are gathered and processed directly from the learning platform not a third party web analytics solution. These will be utilised to monitor attendance on the course and for the purposes of evaluating success of course modules and as a whole. Information gathering will be made clear on enrolment. (participants)
* Additionally learners will be encouraged to contribute to the course through real-time text-based conversation, live video sessions and written submissions. These submissions will be stored on the platform and made available only to that user’s team and/or cohort. (participants and course leaders)
 |
| Type of Personal Data | * Name
* Email addresses
* Learner’s usage history and interactions with the platform
* Biographical profile information if voluntarily provided
* Profile photographs if voluntarily provided
* Video sessions if voluntarily used
 |
| Categories of Data Subject | * Foreign officials (civil servants and embassy staff) who have signed up to take a GCSI digital learning course on the Proversity learning platform. (participants)
* A small selection of GCSI staff (course leaders)
 |
| Retention of Data | Not Applicable |

**ANNEX 7 – CHANGE CONTROL FORMS**

|  |
| --- |
|  **CHANGE CONTROL NOTICE (CCN)** |
| **Contract Title:** | Contract for the Provision of **Insert title of requirement** (The Contract) |
| **Contract Reference:** |  | **Contract Change Number:** |  |
| **Date CCN issued:** |  | **Date Change Effective from:** |  |
| **Between**: The **Insert Name of Contracting Authority** (The Customer) and **Insert name of Supplier** (The Supplier)1. The Contract is varied as follows:
	1. **Insert details of changes to the original contract.**
2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.
3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.
 |
|

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Change authorised to proceed by:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Signature** | **Print Name and Job Title** | **Date** |

 |
| Authorised for and on behalf of the Supplier:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Signature** | **Print Name and Job Title** | **Date** |

 |
| Authorised for and on behalf of the Customer:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Signature** | **Print Name and Job Title** | **Date** |

 |

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