

Revised Version 5 - August 2014

FRAMEWORK SCHEDULE 4

Part 1: Pro Forma Letter of Appointment

Deloitte LLP,
Stonecutter Court,
1 Stonecutter Street,
London,
EC4A 4TR

ConsultancyOne Framework number RM1502

TfL 91642-2 (Workforce Planning Roll-Out)

04 September 2015

Dear Sirs,

1. **Contract for the provision of consultancy services by Deloitte LLP, Stonecutter Court, London EC4A 4TR as Supplier to Transport for London, 42-50 Victoria Street, London, SW1H 0TL as Customer pursuant to the consultancyONE Framework Agreement (RM 1502) dated 18/02/13 between the Minister for the Cabinet Office acting through Crown Commercial Service as the Authority and the Supplier We refer to the above-mentioned consultancyONE Framework Agreement (the "Framework Agreement"). For the purposes of this Letter of Appointment:**
 - capitalised terms and expressions used in this Letter of Appointment have the same meanings given to them in or pursuant to the Call-Off Terms attached to this Letter of Appointment unless the context otherwise requires;
 - references to Appendices are references to the appendices to this Letter of Appointment; and
 - the Appendices shall form part of this Letter of Appointment.
2. This Letter of Appointment constitutes an Order for the provision by you to us of the Contract Services (specified in Appendix 1) from the Effective Date (specified in Appendix 1) on the basis of the Day Rates / Contract Charges (set out in Appendix 2) and, save as varied and / or supplemented pursuant to the provisions (set out in Appendix 3) in accordance with the Call-Off Terms.
3. This Order is placed under Lot number 3.2 of the Framework Agreement.
4. The Supplier's Representative with overall responsibility for the supply of the Contract Services is Simon Dixon, Engagement Director. The Key Personnel assigned to the supply of the Contract Services is Tom Milligan, Programme Lead.
5. The Customer's Representative for the purpose of the Contract is Andrew Mayes and any disputes in relation to the Contract shall be escalated to David Young.
6. The Base Location from which the Contract Services will be performed is to be agreed with Transport for London

7. For the purposes of the Contract, the address of each Party is:

- for the Customer:

Transport for London, 42-50 Victoria Street, London, SW1H 0TL

For the attention of: Ewan Henniker-Smith, Strategic Resourcing Lead

Tel: (020) 3054 4879

Email: ewanhennikersmith@tfl.gov.uk

- for the Supplier:

- **Deloitte LLP**, Stonecutter Court, 1 Stonecutter Street,
London, EC4A 4TR

For the attention of: Simon Dixon, Engagement Director

Tel: +44 7768 486635

Email: sidixon@deloitte.co.uk

Please would you return the attached duplicate of this Letter of Appointment with the acknowledgement signed by the appropriate authorised Partner within your organisation.

You should be aware that by signing and returning this Letter of Appointment you will have entered into a legally binding contract with us to supply the Contract Services specified in Appendix 1 and represent and warrant that you have carried out a conflict check in relation to such contract that revealed no conflicts of interest.

Yours faithfully

Alex Mills
Senior Commercial Manager
For and on behalf of Transport for London

.....
I hereby confirm receipt of the above Letter of Appointment and the agreement of **Deloitte LLP** to provide to Transport for London the Contract Services as specified in the Letter of Appointment in accordance with its terms.

Signed:

Date:

Name:

Status:

Appendix 1 (Contract Services)

1. TERM

1.1 Effective Date

1.1.1 This Contract shall commence on 04 September 2015.

1.2 Expiry Date

1.2.1 This Contract shall expire on:

1.2.1.1 30 April 2016 unless terminated earlier pursuant to this Contract.

2. SERVICES REQUIREMENTS

Services Required

The primary aim of this commission is to implement TfL's existing workforce planning methodology into all areas of the organisation. The methodology will also be integrated into financial and business planning processes and the relevant technology be deployed to run this as Business as usual. The consultancy team will ensure that all process and practice is fully handed over to TfL by the end of the project.

3. PERFORMANCE OF THE SERVICES AND DELIVERABLES

The services and deliverables are as stated in the submission from Deloitte LLP dated 21 August 2015 and is attached to this Letter of Appointment as the Appendix 1.

On receipt of each Deliverable, the Customer will notify the Supplier within five (5) working days whether such Deliverable is accepted. If no written notice is received, the Deliverable shall be deemed accepted"

The Supplier will bill monthly in arrears for their services in line with their ITT response"

Appendix 1

Submission from Deloitte LLP

Transport for London
Workforce Planning Roll-Out
ITT REF TfL 91624-2

21 August 2015



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Executive summary

Dear Hannah, Ewan and Mark,

We are delighted to submit our response to ITT TfL 91624-2 to support you in rolling out Workforce Planning (WFP) across Transport for London (TfL).

Having worked with you since September 2014 to develop your approach to WFP, we understand the importance of this piece of work with respect to enabling TfL to both take longer-term workforce decisions with greater confidence across the full organisation and enabling it to respond to the forthcoming spending review in a robust way.

We understand that TfL will lead the roll-out with our support, and we are committed to working in partnership with you through a joint delivery team as we have shown on recent engagements such as Fit for the Future – Stations and Commercial Development's transformation. By choosing Deloitte you will acquire:

1. A team consisting of **individuals you know and trust** who are able to **hit the ground running**. The team have an unparalleled, **in-depth understanding** of TfL's WFP method and workforce data and analytics approaches. We have built up significant knowledge of your approach to WFP through supporting you to deliver the successful Pilot in Surface Transport and have helped you plan for the roll-out of WFP across TfL during the Workforce Segmentation exercise.
2. **A proven best-in-class approach which helps to successfully embed WFP across TfL**. The individuals we are proposing have been instrumental in delivering WFP solutions for complex public sector organisations such as the NHS, Network Rail, UK Ministry of Defence and UK Armed Forces. Our team will also share lessons from their private sector work in oil and gas, telecommunications and retail.
3. **A firm that understands your business** and has an unrivalled history of working with you to deliver some of your most complex engagements – from Congestion Charging to Project Horizon, to currently supporting the Fit for the Future – Stations Programme. We believe this strong track record of delivery cannot be matched by other firms and will be vital in delivering this engagement.

We believe that our proposal **offers excellent value for money**, with our response emphasising the way in which we can add most value to the programme. In addition we highlight how **our comprehensive approach to knowledge transfer** will build within TfL the skills and expertise to enable self-sufficiency by the end of the programme.

Yours sincerely,

Simon Dixon, Partner, Deloitte LLP

Howard McMinn, Partner, Deloitte LLP

How we will deliver on your stated objectives

To make our response easy to follow, we have described how our proposal will deliver your stated objectives and signposted content which helps to describe how we will add value most effectively.

Your objective	How our proposal satisfies your objectives	Key sections
To secure an external provider that will work with TfL to develop a strategic workforce framework for the future. This framework will need to be aligned with financial and business planning processes to create an integrated resource plan.	<ul style="list-style-type: none"> • Support method development with materials, advice and guidance • Manage critical interdependencies between WFP and other programmes • Expertise from previous WFP implementations on how to embed and integrate • Identify and mitigate the key challenges to successful roll-out • Extensive experience in WFP and in-depth understanding of TfL's business 	<ul style="list-style-type: none"> • 3.2 • 3.7 • 3.8 • 3.9 • 5.4
To deliver a workforce plan which contains volumetric and skill sets aligned to the future TfL business plan. To partner with the internal Strategic Resourcing team (HR) to identify future resourcing options which complement TfL's future Resourcing Strategy.	<ul style="list-style-type: none"> • Use strong relationships with Strategic Resourcing built during WFP Pilot • Facilitate business, HR and Finance to create plans by workforce segment • Make clear recommendations for resourcing options • Create a Pan-TfL plan which will set out volumetric and skill sets required • Build a central data store and WFP Modelling Tool to enable planning • Mitigate key challenges around data quality using our best-in-class approach • Apply rigorous quality assurance approach to high-standard of outputs and tool 	<ul style="list-style-type: none"> • 1.2 • 2.2 • 2.2 • 2.2 • 3.6 • 4.4 • 5.3
Work with TfL Strategic Resourcing (HR) to implement and embed the methodology from our pilot across TfL.	<ul style="list-style-type: none"> • Deliver activities in key areas to embed WFP across TfL • Realistic programme plan for the roll-out, including activities and milestones • Comprehensive approach to knowledge transfer and continuous improvement • Joint team with TfL Strategic Resourcing • Use unparalleled knowledge to support you to lead 	<ul style="list-style-type: none"> • 3.2 • 2.4 • 3.10/11 • 5.2 • 5.4
Identify potential opportunities for improving organisational effectiveness from insights gained during this exercise.	<ul style="list-style-type: none"> • Challenge business data, assumptions and context to identify inefficiency • Link activity, people and cost data together • Qualitative and quantitative evidence highlights opportunities and challenges • Share evidence base and insights with Wider Cost Review Framework • Identify impact of identified efficiencies on the workforce 	<ul style="list-style-type: none"> • 1.2 • 1.4 • 2.3 • 3.4 • 3.7

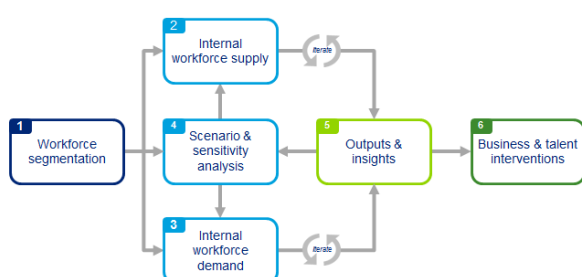
1 Understanding of TfL Workforce Planning Methodology

1.1 Overview of this section

This section of the proposal demonstrates our unparalleled, up-to-date knowledge of TfL's WFP method as a result of working in partnership with you to develop the method during the Surface WFP Pilot. In section 1.2 we summarise our understanding of your overall approach to WFP, before describing the key components of the underlying method in 1.3. In section 1.4, we describe examples of how we apply the method in reality. Throughout, we highlight what we will do to help you refine the method during the course of the roll-out.

1.2 Summary of our understanding of the TfL WFP method

We worked together to successfully combine TfL's historic approach to WFP with Deloitte's good practice WFP methodology developed with our past clients. The overall approach to WFP is summarised in TfL's six step WFP diagram below.



The diagram describes the key steps in creating a plan. We are currently working with you to undertake step 1, Workforce Segmentation, across TfL. This is helping to lay the groundwork for plans to be created on a segment by segment basis.

Step 1 – Workforce segmentation – is the process of **grouping people and activities in the organisation** in order to analyse them, for instance, e.g. 'Sponsorship'. This provides a framework for dividing the activities and skills across TfL to enable meaningful plans to be created. We have worked with you since

April 2015 to define and prioritise approximately 55 segments. **Critical segments will be analysed more deeply** and their stakeholders will be engaged more broadly throughout the programme, we will support you to do this.

Step 2 – Internal workforce supply – sources data on the currently employed workforce from SAP and Oracle, and applies assumptions to identify the number of people, by segment, who will be available now and in the future. **We will work with you to complete the baseline supply, and add assumptions** on attrition, retirement and future known workforce changes. As part of this exercise, we will review current resourcing needs identified in existing work.

Step 3 – Internal workforce demand – is the highest effort area in the method, and involves the collection of multiple data sets and assumptions which help to calculate the future demand for workforce in Full Time Equivalent (FTE) by segment. We recommend taking multiple approaches to triangulate the data and assumptions used, for instance using different modelling techniques to forecast forward demand. The service model, operational delivery targets, level of outsourcing and level of future Investment Programme activity we will all be key data points to understand. **We will work with you to determine the most appropriate data in the business to use for forecasts**, using our existing knowledge built up since September 2014.

Step 4 – Scenario & sensitivity analysis – involves testing of input data and assumptions, and the ability to consider 'what if?' scenarios for each segment. **We will populate data in the WFP Modelling Tool and workstream leads will facilitate scenario planning** workshops/ meetings to challenge business and HR stakeholders on potential alternative outcomes.

Step 5 – Outputs & insights – is where defined standard outputs are created, and ad-hoc analyses are undertaken to inform planning. The key **output is the gap analysis, which visualises which segments have volumetric surpluses or gaps**. This enables us to facilitate Finance, HR and business stakeholders to discuss the gap and identify what interventions (if any) should be recommended and when. We will capture these proposals in the WFP Modelling Tool.

Steps 5 and 6 – Business & talent interventions – together use all of the available evidence to generate insights into workforce and business challenges, and facilitate better decisions making. At this point the outputs are presented through reports and presentations with the business to provide a call to action. **We will work with Strategic Resourcing to identify potential impacts on identified high-potential communities** across TfL as a result of recommendations.

The six-step diagram is designed to illustrate the **iterative nature of the Planning Cycle**. Steps 2, 3, 4 and 5 are often considered in quick succession, and on several occasions, during plan development.

1.3 Key components of the WFP method

In addition to providing an overall framework for understanding the creation of plans, the method also sets out the details on the definitions, processes, roles and responsibilities, and governance by which WFP is delivered. This creates a structured approach which can be consistently delivered across TfL. The key components of the method are as follows:

Key definitions

Consistent language and understanding is critical to successful WFP, particularly when the same approach is being rolled out across a large organisation such as TfL. Where applicable, it is important to qualify definitions with time periods i.e. when defining the baseline period, as this will change over time. We will work with business stakeholders to **test whether the language and concepts developed during the Surface Pilot resonate** across TfL, identifying any potential discrepancies. Feedback will be **incorporated into all outputs** as part of this programme.

Planning cycle and detailed activities

The six-step approach diagram described in section 1.2 is codified into detailed activities. The process was designed to provide a structure for repeatable planning on a 6-month or annual cycle to align to business and financial planning cycles, recruitment and training plans and other modal or pan-TfL programmes. We worked with colleagues in Finance, the Central WFP Team and HR Business Partners (HRBPs) to develop the detailed activities. We then tested this with Segment Owners, WFP contributors and managers in the business for gaps and robustness. We presented the process to Directors, made changes where appropriate and finally presented to the Board for sign-off.

Although work to refine the Planning Cycle will be led by TfL, we will **contribute through advice** on which elements of the process are critical to be maintained as they are, and which can be flexed in line with processes in other areas of the business. We will also advise on **how the planning cycle can be meaningfully embedded into wider business and financial planning**, so as to achieve a more integrated planning approach.

Roles and responsibilities

Given the number of stakeholders involved in and affected by this process, early engagement and clarity of roles and contribution are essential to meeting the planned timescales. We will **set clear expectations with contributors** to the central team and workstreams. We will **understand how current roles contribute** to WFP, or could contribute in the future. During the Surface Pilot we worked with HRBPs and other contributors to develop the outline roles and responsibilities. We suggest exploring ways of building the new roles into existing job descriptions as the WFP roll-out progresses and the responsibilities are tested with a wider audience. We will **provide best practice and advice** to the design of roles.

Alignment and integration

Integration is critical to the success of WFP. We have worked with you to define touchpoints between the Planning Cycle and other activities and processes across TfL, such as FTE Forecasting, Recruitment Demand Planning and the Pathway gateway process. We will provide guidance to the Strategic Resourcing team on **building out these touchpoints** into greater detail where required, as part of **attending planned workshops** to refine the overall approach and Planning Cycle.

1.4 Bringing the method to life

The method is by itself not enough to achieve successful embedding of WFP across TfL. Our experience of how the method really works most effectively can help to accelerate progress and improve quality. **We will work with you to transfer knowledge in key areas**, for instance:

- WFP is demand not supply-led – Our experience gathered through the Surface WFP Pilot proved that the most useful insights are generated when exploring the activities that people are delivering, when and how they are being delivered, and with what outcome. **We will challenge business stakeholders' data and assumptions for future demand through our facilitative approach** to leading segments, as we did when developing detailed driver models to inform future demand for traffic control engineers in Surface Road Space Management
- Multiple approaches to demand – Some areas of the business will have better visibility of demand than others, such as provided by the Capacity Optimisation Programme's FARM resource management tool. The method must be flexible to allow for multiple levels of maturity, for instance capturing demand in multiple ways to enable the best possible approach to forecasts. **We will push the business to consider what other internal and external data sources might approximate demand**, and work with them to incorporate these data and assumptions into our central data store and ultimately into plans
- Link people, activity and cost – As TfL faces significant cost pressure it is critical that insights can be related back to cost, such as in our existing work showing how average contractor and permanent staff compare. **Our approach will help identify the direct and indirect relationships between workforce and cost** (e.g. range of potential cost overruns related to workforce availability for the Project and Programme Management segment)

2 Programme Plan

2.1 Overview of this section

This section sets out our understanding of the scope of rolling out WFP across TfL (2.2), summarises outputs produced (2.3) and visualises our upcoming proposed activities and milestones on a Gantt chart (2.4).

2.2 Our understanding of scope of the roll-out

It is now recognised that the WFP Programme will help TfL to respond to key business and workforce challenges. In particular, there is a pressing need to enable an informed response to the forthcoming spending review, through which the WFP Programme will contribute via the Wider Cost Review Framework. As such, the WFP Programme must accelerate progress to roll out WFP across TfL before the end of March 2016.

Since April 2015, we have worked together to engage stakeholders across TfL on the potential benefits of embedding WFP across TfL, identify the key workforce challenges TfL is facing and refine the key questions that the business would like to be answered. This engagement has helped us to shape the scope and pacing of the WFP roll-out. As identified in your requirements, scope can be considered under two headings:

- Medium term (3-5 years) strategic workforce framework and plan for TfL
- Development of a WFP methodology that can be shared across TfL

1. Medium term (3-5 years) strategic workforce framework and plan for TfL

In line with your methodology, you have elected to roll out WFP on a segment by segment basis with critical workforce segments being delivered first. Having estimated the effort required for each segment, we believe that the WFP roll-out can be extended to cover each of the segments by the end of March 2016. To enable this, there is a need to discriminate on the level of detail required for each segment. This is dependent on the relative complexity of the segment's activities and stakeholder landscape, the relative importance to TfL's objectives and the potential for cost savings and efficiencies to inform the Wider Cost Review Framework. Our proposed prioritisation of workforce segments is as follows:

Wave 1	Wave 2	Wave 3	Out of scope
Engineering	Planning and Strategy related	Legal & Compliance	Human Resource Management
Information Management & Technology related	Operational Planning related	Comms, Relations & Marketing	Commercial Development
Project & Programme Management related	Data, Analysis & Decision-support	Health & Safety	Service Control
Asset Management related	Facilities Management	Powers, Consents & Access	Financial Management
Operational Delivery related	Transformation & Improvement	Occupational Health	
	Commercial related		

Page 7 of this proposal details the outputs for each workstream and the wider programme. For each segment, a defined set of activities and outputs will be followed in line with your WFP method. This will include the eventual creation of a 3-5 year workforce plan for each segment, which in totality can be rolled up to form a pan-TfL 3-5 year strategic workforce plan, containing volumetric and skillset information. The scope of this proposal includes not only support to deliver two of the critical workstreams, but also central support to coordinate workstreams, consolidate data and conduct analysis, as well as develop a WFP Modelling Tool to enable the creation of plans and generation of actionable insights.

2. Development of a WFP methodology that can be shared across TfL

In order to effectively embed WFP across TfL, a number of activities will be required to ensure plans are aligned, and capability is built across the organisation to continue planning self-sufficiently in the future. Although these activities will be led by the Strategic Resourcing team, within the scope of this proposal we include the provision of advice drawn from our broad experience of WFP across the UK public sector and the wider private sector. To date we have worked with you to establish a set of design principles, originally developed during the Surface Pilot as a guide to the overall purpose and functionality of an end-state WFP solution. We will continue to provide advice on how each can be achieved and facilitate building your internal knowledge.

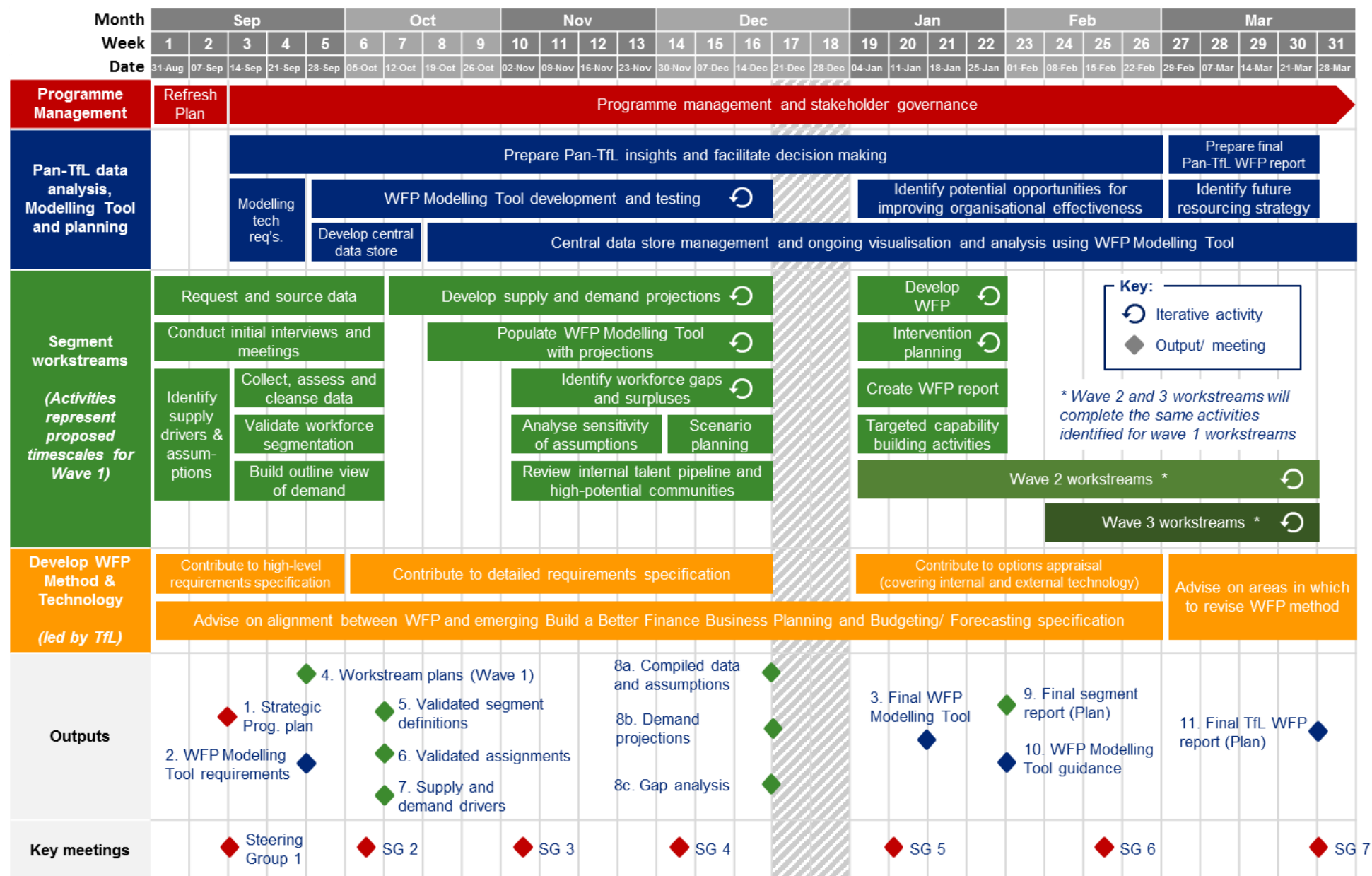
2.3 What you will get

To enable TfL to confirm our proposal has the ability to meet the requirements in the scope of works, we have developed a series of descriptions for the key outputs that will be produced by the central programme team, and by each of the workstreams within the WFP Programme. Each outputs is reflected on the programme plan presented on page 8. As a result of these outputs, TfL will know:

- How you currently deploy your workforce to deliver critical business activities
- What opportunities and risks TfL faces as a result of workforce over or under-supply
- How workforce, activity and cost are related together for critical workforce segments
- If current resourcing plans and identified high-potential communities across TfL relate to future demand
- How to best deploy the WFP method, toolkit and techniques to generate plans on an ongoing basis

ID	Output	Description	Format	Prog	WS
1	Strategic Programme Plan	<ul style="list-style-type: none"> • Simple plan for the full duration of pan-TfL roll-out, including activities, key milestones and outputs for each workstream (a draft is included on page 8) 	PPT	✓	
2	WFP Modelling Tool requirements	<ul style="list-style-type: none"> • Specification for the functional technology components required to deliver WFP across TfL including anticipated data flows • Outline plan on when functional components will be built out 	PPT	✓	
3	WFP Modelling Tool <i>(Developed iteratively)</i>	<ul style="list-style-type: none"> • Modelling Tool with functionality to enable rolling out WFP across TfL, including capability to analyse the effects on the delivery of the business plan based on future workforce changes, or vice versa. Anticipated functionality will include a multi-dimensional data model and scenario building and analysis capability • The Tool will be built in appropriate technology to be determined with you during the specification exercise (e.g. Qlikview, Tableau and Access/Excel) 	TBC	✓	
4	Wave 1 workstream plans	<ul style="list-style-type: none"> • Detailed plan and schedule of activities, milestones and outputs for each segment workstream, developed in partnership with business stakeholders 	PPT		✓
5	Validated segment definitions	<ul style="list-style-type: none"> • Revised Workforce Segmentation framework and assignments as a result of feedback collated from across segment workstreams 	PPT	✓	
6	Validated assignments	<ul style="list-style-type: none"> • Revised assignments of currently employed staff into workforce segments as a result of feedback collated from across segment workstreams 	XLS	✓	✓
7	Supply and demand drivers	<ul style="list-style-type: none"> • List of identified drivers and supporting data sources for the workforce within each segment 	XLS		✓
8	Populated WFP Modelling Tool <i>(including outputs 8a, 8b and 8c on Gantt Chart)</i>	<ul style="list-style-type: none"> • Population of the WFP Modelling Tool with the detailed volumetric workforce plans for each workforce segment, including compiled data and assumptions (8a), demand projections (8b) and gap analysis (8c) • Scenarios, suggested interventions and associated data sources, assumptions and commentary captured during planning as appropriate • Overall pan-TfL workforce plan created from segment by segment inputs, including visualisation of gap, suggested overarching interventions and associated data sources, assumptions and commentary 	TBC	✓	✓
9	Final segment WFP Report (Plan)	<ul style="list-style-type: none"> • 3-5 year workforce plan by segment, including: <ul style="list-style-type: none"> • Insights from data analysis • Identified gap and potential scenarios • Recommendations for intervention • Insights on internal talent pipeline and high-potential community 	PPT		✓
10	WFP Modelling Tool Guidance	<ul style="list-style-type: none"> • Updated guidance documentation for the WFP Modelling Tool, setting out how end users use the Tool, how outputs should be interpreted and how the Tool can be maintained and updated • We will work with an identified TfL owner for the Tool to effectively transition Tool ownership during the life of the Programme 	DOC	✓	
11	Final pan-TfL WFP Report (Plan)	<ul style="list-style-type: none"> • Comprehensive report summarising key findings from throughout the programme, including highlights from specific segments • Sets out recommendations for intervention on a segment by segment basis, and also on an overall TfL level in relation to the future TfL resourcing strategy • Includes overarching insights on internal talent pipeline and hi-potential community across TfL 	PPT	✓	

2.4 Gantt chart



3 Experience of rolling out and embedding existing WFP methodology

3.1 Overview of this section

This section describes how we will work with you to embed TfL's WFP Method. Section 3.2 describes five key areas of activity we will deliver with you to embed WFP. Each is explored in detail in sections 3.3 to 3.7. Section 3.8 describes how we will help integrate WFP into financial and business planning. We then describe how we will overcome key challenges (3.9), achieve continuous improvement (3.10) and transfer knowledge to TfL resources to achieve self-sufficiency (3.11). We have included six case studies (green boxes) to illustrate how we have helped other clients to achieve similar results.

3.2 Framework to embed WFP across TfL

To help structure our response we have developed a framework to describe the key area of activity. Each has been built into our proposed programme plan, outputs and approach to knowledge transfer. The key areas are:



People and capability – Growing a culture of planning and building the capability of those who are responsible for plans and taking action to deliver them



Process and governance – The mechanisms by which plans are created, managed and acted upon



Data and analysis – Establishing common approaches for critical enablers such as data standards and definitions, data management, undertaking analysis and presenting outputs



Technology – Developing the right infrastructure to make planning accessible, effective and impactful



Interdependencies – Managing the dependencies between processes, roles, data and technology; critical to consider collectively to help achieve embedding across TfL

Case study 1 describes how we considered the five key areas of activity as part of implementation planning for the roll-out of WFP across Surface Transport.

Case study 1: Implementation planning for Surface WFP Pilot

Between September 2014 and March 2015 we worked with the Strategic Resourcing team and Directors across Surface to deliver a successful WFP pilot with Surface Transport. A key outcome of the pilot was to embed WFP in Surface to enable better evidence based decisions on near-term and longer-term workforce challenges.

To achieve this, the Deloitte team:

- **Identified lessons learned** from engagement with stakeholders across TfL throughout the Pilot exercise, including end-users and recipients of WFP such as HRBPs, Business Managers and Surface Directors
- Developed an **implementation plan** which is currently being implemented by the Strategic Resourcing team and named individuals within the business in order to further refine a standard resource model for Programmes
- Identified **clear next steps to improve data available** to support workforce planning, such as standard resource profile usage within the Projects & Programme Directorate, and greater coverage of time recording
- **Identified critical interdependencies with other improvement activities**, namely the development of a new pan-TfL business planning tool (P3M) and the re-development of the Pathway processes
- Developed a series of **capability building actions for specific audiences**, including the Surface Directors, Central WFP team and wider contributors to WFP

3.3 People and capability

To successfully embed WFP across TfL, a culture of planning for the future must be fostered. The technical capability of the organisation must also be grown to effectively create and interpret plans, generate insights and act upon them. Several different groups must be engaged. In summary we would recommend the following actions:

- Business Leadership (TfL LT, Board, Directors): **Senior leaders will be facilitated by the Programme team to look across TfL's overall workforce needs and activities**, enabling decisions on an organisational level, rather than for each Directorate or business unit. **Senior leaders will be engaged through one-to-one meetings and steering groups** and invited to appropriate meetings for each segment/ workstream during the programme to build their knowledge, understanding and willingness to make decisions using data and insights generated by WFP

- WFP Contributors (Segment owners, managers): **Workstream leads will build knowledge of WFP through sharing materials, one-to-one and one-to-many meetings, and a facilitative approach** to plan development. Contributors will build understanding of WFP as an ongoing activity, which is inherently iterative, and learn new data analysis and analytical techniques which empower them to drive the creation of plans
- Central HR and Finance teams (Central WFP team, HRBPs, Finance): **Our integrated team approach will increase individuals' technical and analytical capability** within WFP through 'learning by doing'. Knowledge transfer activities will create documentation for reference. In working together with Deloitte in the roll-out, capability will be built into the central teams to produce valuable insights and outputs for the business as well as challenge workforce issues/ questions

3.4 Process and governance

In order to effectively embed WFP into business as usual (BAU), a robust approach to process and governance must be in place. We worked with Directors, HRBPs and business managers during the Surface Pilot to develop a repeatable Planning Cycle. We will **engage business and HR stakeholders to validate** this cycle, making recommendations on how it might be adapted in order to be embedded effectively. We will **equip staff with the skills and knowledge, tools and guidance to repeat the process** in the future by facilitating them to develop plans using the planning cycle.

Group	Key programme involvement
Wider Cost Review Framework Steering Group	<ul style="list-style-type: none"> • Steer summary progress updates • WFP input to Cost Review activities • Review pan-TfL workforce/ cost outputs
WFP Programme Sponsor Group	<ul style="list-style-type: none"> • Detailed programme updates • Provide direction on Programme approach/ plan • Review and decide on pan-TfL insights/ recommendations • Review and sign-off of Programme outputs
Workstream Working Groups	<ul style="list-style-type: none"> • Contribute to business WFP cycle to generate plans, interventions and recommendations • Provide expertise into specific areas/ activities of the programme • Review and decide on segment insights/ recommendations
Central WFP Programme Team	<ul style="list-style-type: none"> • Day-to-day delivery of programme • Coordinate workstreams and pan-TfL activities • Prepare flash report – weekly • Planning – start of each phase

WFP requires clear governance to work effectively. Governance is both formal and informal, and covers both the delivery of the WFP Programme roll-out, and BAU governance in line with the planning cycle. WFP governance must not duplicate existing governance, but instead be aligned into other processes in a time-efficient manner in order to be followed.

As we are jointly responsible for programme leadership and management, we will advise on the **appropriate governance forums** and meeting frequency, and will ensure **presentations** are prepared for key steering group audiences. The table shows a proposed framework for the roll-out.

3.5 Data and analysis

Appropriate data management and common rules for analysis are an important basis for successfully embedding WFP across TfL. Having common approaches ensures effective data and insights can be generated. We will:

- **Engage the business** through meetings and workshops to identify clear supply and demand drivers, and prioritise the data items which are most important to improve immediately or over time
- **Define clear data management principles** and identify overlaps/ lack of owners for data sources used by WFP across TfL. We will also define pan-TfL data standards and definitions alongside Data Integrity is underway
- Take a **time-boxed approach** to data collection and analysis, defining limits on how long is spent on gathering data to be analysed in order to prevent inertia resulting from aiming for 'the perfect data set'
- **Facilitate collaboration** amongst business contributors through making data, assumptions and calculations visible and understandable. This will help to build understanding of the importance of data management and add value by contributing to improving the overall TfL data standards
- **Provide an enabling technology** to make data easy to understand and use within WFP. The Tool (described in the next section) will provide greater consistency in the types of analysis conducted and the presentation style of the outputs to an agreed standard to make sure the business receives the expected insights for decision making

3.6 Technology

Your ITT requirements state the need to develop a tool which allows for modelling the effects to the delivery of the business plan based on future workforce changes and conversely, modelling the effects on the workforce of changes to the business plan. This modelling tool requirement builds upon the original WFP Tool developed by Deloitte during the Surface WFP Pilot. The WFP Modelling Tool we have proposed will offer increased flexibility in how supply and demand data is consolidated, modelled and output to enable gap comparison against multiple dimensions (e.g. Directorate, Grade, and Segment) and

enhanced scenario analysis functionality. This will help the programme team to generate insights more quickly and enable a prompt response to queries received from members of our governance structure, TfL Leadership Team and the wider business.

Our team **will support each of the workstreams to understand, manipulate and facilitate business decisions** using the WFP Modelling Tool. Guidance documentation, toolkits and templates will be created to support additional end-users to understand the Tool's functionality. This **hands-on support will help to develop the capability** of users to build up their understanding of the mechanics of WFP data, scenario analysis, visualisations/ outputs and effective approaches to providing decision-support.

Throughout the Pilot, TfL and Deloitte took an agile approach to development, considering additional functionality as the Pilot progressed. We propose that this agile approach is continued throughout the WFP roll-out. Our Data Analysis & Tool Development resource, Shaun Mills, will work with the Programme Team and business to:

- **Build a pragmatic technical requirements** specification for the WFP Modelling Tool, identifying suitable potential technologies, their trade-offs and any associated cost impacts
- **Develop and maintain a central data store** upon which the chosen technology can sit
- **Lead the development and testing** of the WFP Modelling Tool
- **Conduct ongoing refinement** of the Tool throughout the programme, as agreed with you

As the WFP Modelling Tool will be a decision-support tool which we will transfer to your ownership during the Programme, we will put in the place appropriate quality assurance rigour. See section 5.3 for further details.

Technology to support the WFP cycle

We have worked with several clients who have taken a technology-led approach to WFP. They are frequently challenged to deliver benefits as they lack sufficient insight into the data, analysis and purpose of WFP across their business. This can lead to significant unnecessary expenditure and wasted effort. Our approach to embedding WFP emphasises a need to fully articulate the requirements of an end-state WFP solution before beginning the process of vendor selection and implementation. Although not an output required under this phase of work, we have been supporting you to begin thinking through the specification for a long-term solution to industrialise the planning cycle. As part of our overall contribution to Programme Management, we will **share our lessons learnt from other clients** to help guide your decision making process. Our team will **act as a sounding board** during the technology specification and vendor selection process which you have commenced through the HR Process Improvement Team.

3.7 Interdependencies

Our experience from previous WFP roll-outs is that significant effort is required to manage the interdependencies between components of the WFP method as it is shared across the business. Our approach will help TfL to manage these interdependencies through activities including:

- **Creating a simple interdependency tracker** to manage the relationships between developing components of the WFP method. For instance, the specification for the WFP Modelling Tool must be cross-checked against the WFP Cycle and the developing high-level specification for a long-term technology solution
- **Specifying defined outputs and milestones** for each segment workstream to ensure consistency of output
- **Advocating a work-package based approach** to the input required from other parts of TfL to the Programme
- **Actively engaging stakeholders** from other programmes and relevant departments (e.g. Information Management) in any work to design or refine the WFP method to achieve buy-in
- **Identifying and managing touchpoints** to other programmes and processes

The critical interdependencies that we are currently aware of have been described below with suggested actions.

Wider Cost Review Framework

This programme will provide the governance structure for the WFP Programme. It is critical to the credibility of the WFP programme that WFP makes a visible and meaningful contribution to the Cost Review Framework. Our approach will emphasise the importance of not only expressing workforce in FTE values, but also converting those values into costs, where possible. As part of the Workforce Segmentation phase, we have begun to generate areas for further investigation, such as the distribution of average total annual cost to TfL of permanent employees and NPL for each workforce segment. We propose to organise formal and informal meetings between the Cost Review and WFP Programmes to enable ongoing sharing of ideas, analysis and areas for further investigation.

Build a Better Finance (BBF) Programme

The BBF Programme is aiming to develop new processes and supporting technology to facilitate Business Planning, Budgeting and Forecasting (amongst other Finance-led processes). We have worked with you to develop relationships with the BBF Programme team during the Workforce Segmentation phase, helping to build an understanding of how WFP can be embedded alongside wider business planning and forecasting processes. We have helped you to plan out actions which can begin the process of longer-term technology requirements for WFP, and we will continue to contribute our expertise as part of the TfL-led WFP Method activities to **achieve longer-term integrated planning** as indicated in the programme plan.

Capital programmes Directorate (CPD) Transformation

The Programme, headed by Rachel McLean, has aligned objectives to the WFP programme. Having supported engagement with Rachel, it is clear that the two programmes are complementary. We would recommend that Rachel, or a representative, is included in the programme governance structure to maintain alignment, and prevent any duplication in data analysis, stakeholder engagement and insight generation. The plans of the two **programmes should be compared** to help identify any overlaps. A Deloitte team is currently contributing to the programme in order to help us to maintain alignment.

3.8 Integrated planning

It is a requirement to help embed WFP within wider business and financial processes across TfL. Integrated planning is both a longer-term journey and an agenda the WFP programme must push forward during the roll-out across the business in order to generate momentum. This is an area we have been working with you to explore. The Surface Transport Pilot helped to identify some of the key challenges faced by TfL. Our viewpoint on the relationships between the types of planning is described in the diagram to the right.



During the Workforce Segmentation phase, we worked with the Group Business Planning & Performance team to define principles and an outline approach to how WFP could be embedded into business and financial planning. We will continue to provide our expert input into these meetings throughout the life of the roll-out.

Approach to encouraging integrated planning

The WFP exercise will not be undertaken as part of the normal planning cycle due to the special approach being adopted for the forthcoming spending review. A sustainable response to the spending review requires the impact of business decisions to be known from both a financial and people perspective. As such, our workstreams will engage individuals from across the business, HR and Finance to conduct, and present back, analysis which is **contextualised from both perspectives**. The central programme's data management and analysis activity will **consolidate data and insights together in one place to provide an evidence base** for both the WFP Programme and Wider Cost Review to interrogate.

Key input to WFP Programme:		Role in future integrated planning:
<ul style="list-style-type: none"> Rollout process across business areas Build capability to deliver Own methodology, tooling and supply data 	Workforce Planning	<ul style="list-style-type: none"> Facilitate analysis and WFP plan creation Create consolidated plans and add insight Own methodology, tooling and supply data
<ul style="list-style-type: none"> Input to planning process alignment Input cost and headcount data Approve plans and workforce investments 	Financial Planning	<ul style="list-style-type: none"> Approve plans and workforce investments Manage budget/FTE and constrain plans
<ul style="list-style-type: none"> Link insights into spending review response Set strategic priorities Lead on integrated planning approach 	Business Planning	<ul style="list-style-type: none"> Set strategic priorities Align and challenge workforce plans Manage strategic workforce risk
<ul style="list-style-type: none"> Make strategic decisions & focus effort Approve plans and workforce investments Review outputs and commission analysis 	Business L'ship	<ul style="list-style-type: none"> Make strategic decisions & focus effort Approve plans and workforce investments Review outputs and commission analysis
<ul style="list-style-type: none"> Lead plan creation and delivery of actions Implement workforce plan actions Source and provide demand data 	'The Business'	<ul style="list-style-type: none"> Lead plan creation and delivery of actions Implement workforce plan actions Source and provide demand data

The process of creating the workforce plan will in itself help to encourage integrated planning in the future. To help generate momentum, the workstream leads will engage broadly with business, Finance and HR stakeholders to source data, facilitate the creation of plans and develop recommended interventions which consider financial, operational and workforce lenses.

The table on the left describes our view on how HR, Finance and different business stakeholders might contribute to the Programme and long-term integrated planning processes.

3.9 Key challenges to roll-out and principles of our approach

Based on our knowledge of working with you on the WFP Programme and our extensive understanding of what works and doesn't on other private and public sector WFP projects we have identified a number of challenges TfL is facing that might limit its effectiveness in implementing WFP across the organisation. We will help mitigate these challenges as described in the following table.

Key Challenge	Principles of our approach
Lack of ownership and commitment from the business delays delivery	<ul style="list-style-type: none"> Clearly articulate challenges from a business perspective and stress the value of WFP Engage heavily with all levels of the business in one-to-one and workshop environments Team provides early insights for the spending review Link people to cost, helping to make cost saving and value adding decisions Once support built, senior leaders influence their teams to contribute and raise the profile of WFP To embed over time, ensure priorities of WFP change in line with those of the business
Lack of clear scope and plan leads to delays	<ul style="list-style-type: none"> Gain steering group confirmation of scope, priorities and plan Focus on critical workforce segments first (as per our agreed approach) and in greater detail Define key questions around segments to enable easy understanding Manage programme to clear plan and timescales Use work package approach to drive on-time contribution from stakeholders
Lack of organisational and individual capability leads to poor execution	<ul style="list-style-type: none"> Clearly define the end-users and recipients of WFP outputs, and their roles and responsibilities Focus on capability building throughout WFP; not as a separate distinct activity Engage contributors so that they 'learn by doing', hence our joint team structure proposed Develop suitable guidance and reference material
Lack of consistency/ common approach to WFP concepts and definitions	<ul style="list-style-type: none"> Stick to the core method, toolkits and guidance and refine as required Standard outputs to help drive consistency across data, analysis and plans Segment by segment and pan-TfL planning serve to break silo mentality
Choosing the right technology inhibits roll-out	<ul style="list-style-type: none"> Build on existing Surface Tool functionality first Follow an iterative approach to planning and tool development Use an early prototype to show the Tool to users early, generate feedback and refine accordingly Develop a standard format and brand for WFP analysis, helping drive consistency of data formats Take advantage of existing technology across TfL and align where possible and/ or necessary
Loss of momentum after the Deloitte team rolls off	<ul style="list-style-type: none"> Clear roles and responsibilities embedded across TfL for WFP Transfer of knowledge throughout and targeted capability building interventions where required Accountability for Steering and Sponsor Groups to provide leadership and direction for WFP Clearly defined next steps Offer for follow up meeting with Strategic Resourcing team following Deloitte exit to review progress

3.10 How to achieve continuous improvement

This section identifies how we will support continuous improvement during against each area of our framework.

People and capability

- Engaging broadly** – Our workstream approach is designed to enable individuals from across TfL to contribute to the development of segment workforce plans. Contributing helps to build rigour through different perspectives being considered; broad engagement should continue as WFP becomes a business as usual activity
- Regularly evaluating end-user and organisational capability** – As WFP becomes embedded, the WFP team should look to transition accountability to the business and HRBPs. As part of the roll-out, we will identify groups and individuals where development actions may be required and recommend specific actions
- Creating a 'data culture'** – As a more data-led approach to analysing workforce issues is undertaken, more robust, evidence based decisions should be taken. We will identify areas of the business where there is a greater or lesser acceptance of this culture, identifying areas of good practice which can be shared across TfL

Process and governance

- Embedding WFP in business planning** – Integration will enable WFP to become embedded into how TfL works. We will advise how best to achieve this during the roll-out, drawing on our experience of previous clients
- Tracking plan creation and delivery of interventions** – WFP is most effective as an ongoing exercise, rather than a one-off plan which sits on a shelf. We recommend that processes are put in place to track and manage the interventions recommended during planning, with action completion recorded and variance investigated
- Measuring plan outcomes to improve accuracy/ confidence levels** – As WFP is delivered, actuals and plans should be tracked and compared. We will collate actions in each workstream, and consolidate these together, to enable TfL to track actions over time
- Regularly refreshing the WFP method** – As part of repeatable WFP, time should be built to gather feedback from participants on the effectiveness of the cycle itself. The WFP method and guidance should then be updated

to reflect feedback where appropriate. We will gather feedback from each workstream during the roll-out and work with TfL colleagues through the process of refreshing the method

Data and analysis

- **Regularly evaluating and acting to improve data quality** – Data quality issues will not improve overnight. However, our approach to making data and assumptions visible as part of planning will help to identify poor data quality which can be addressed over time. In turn, the quality of plans and interventions should increase. We will share good practice from Deloitte and other organisations
- **Proactively identifying and mitigating issues** – As data is brought into the central WFP data store, its validity and completeness should be evaluated. This helps to spot any issues early, and raise the awareness amongst WFP stakeholders of the importance of data quality
- **Establishing clear data standards** – There should be clear standards which can easily be followed. As part of defining and managing the central WFP data store, we will help to build these definitions and standards which then provide a common platform for improving data understanding and quality over time

Technology

- **Regularly evaluating and refining the Tool** – The WFP Modelling Tool needs to enable the generation of plans and insights aligned to business plans. Therefore, as the needs and objectives of the business change over time, the Tool will also need to be regularly reviewed for suitability and refined to serve the purpose of planning efficiently. As part of contributing to your requirements for a long-term WFP technology, we will support discussions about end state functionality which should help to make tools ‘future proof’

Interdependencies

- **Aligning to and managing other processes and programmes** – As WFP becomes embedded in wider business and financial planning, changes to these processes need to also be reflected in the WFP method. During this programme, we will work with you to understand the key interdependencies, drawing on our experience, and identify the potential impact this may have in regards to ongoing embedding of WFP

Case study 2 shows how we achieve continuous improvement in WFP technology with the NHS.

Case study 2: Achieving continuous improvement in WFP for the National Health Service

Deloitte built and operated a robust platform for planning, modelling and assuring a workforce of over 1.4m employees across the NHS. This solution was based on 7 years of joint working with the NHS, specifically building upon lessons learnt from projects delivered with NHS East of England and NHS London. The final NHS Workforce Assurance platform required extensive stakeholder engagement to define end-user requirements and system functionality.

The platform supported over 300 end-users across the NHS. In order to ensure the solution exceeded customer expectations, a process of ongoing continuous improvement was implemented. Deloitte built a process for regular refresh of data sources and assumptions, learning from both historical analysis conducted by the Tool's statistical engine, and from soliciting end-user feedback on the planning data and assumptions which required adjustment. The supporting methodology documentation was regularly refreshed, helping to introduce new concepts, definitions and planning guidance into use across the 300 end users.

3.11 How to achieve knowledge transfer

Successful roll-out of WFP requires ownership, leadership and in-depth knowledge from the business. HR and Finance communities are critical to successfully embed. We recommend the following activities by area of activity:

People and capability

- **Develop key internal skills** – Formal training sessions, coaching and mentoring will be undertaken to ensure HR and business stakeholders have the skills and knowledge to facilitate the development of plans. We will also contribute to upskilling of new joiners to the programme team (for instance workstream leads) to enable an effective team
- **Learn by doing** – Most of the contributors from the business will be new to WFP. Our workstream leads will introduce the WFP method, build understanding of its importance to TfL and their business, and facilitate their input.; contributors will ‘learn by doing’, building skills and experience which can be used on an ongoing basis
- **Provide informal support** – As per our previous work, we will look to build strong working relationships with contributors to the programme at all levels. If an end-user has a requirement for support around demand modelling, or driver sensitivity, or how the WFP Modelling Tool works, our programme structure is such that we can flex to accommodate a reasonable number of requests for one-to-one support

Process and governance

- **Improve and document processes and governance** – Building on the existing Method, the pan-TfL WFP cycle will be documented step-by-step as a clear, accessible and user friendly manual; this will include owners

identified for each step to enable referencing roles and responsibilities for actions. We will contribute to the design and delivery of this activity, which will be led by TfL

- **Share documentation** – It is important that all stakeholders have a common understanding. We would recommend setting up a shared area for TfL staff (e.g. a SharePoint site, intranet page or a link to/ from Pathway) so that all the latest programme method materials can be stored centrally and managed on an ongoing basis. Those requesting information should be signposted to this location to increase the frequency of its use

Data and analysis

- **Establish common data and analysis approaches** – Guidance documents containing easy-to-use templates, agreed data definitions and management rules will be prepared to set out recommended pan-TfL standards. This will create consistency in the outputs as well as enable contributors to use data more confidently by following good practice when generating insights
- **Document data sources** – The central data store developed by Deloitte will have clear signposting on its contents to enable the WFP team and contributors to understand the data WFP consumes and generates

Technology

- **Develop technology guidance** – Guidance on how to use the WFP Modelling Tool will be a key output of this programme. Where required we will also hold training sessions for Central WFP team members and other individuals required to input data into the Tool on an ongoing basis following the roll-out
- **Create simple introduction** – WFP can appear to be a complicated 'black box' exercise. Our guidance will be written in plain English, helping non-technical end users to understand the functionality and purpose of the Tool

Interdependencies

- **Manage alignment** – We will help facilitate ongoing alignment through identifying clear owners for relationships with other programmes and regular standing meetings to provide an opportunity for alignment. Escalating alignment risks and issues to our steering group will be a fundamental risk management activity

Case studies 3, 4 and 5 show how we have successfully achieved knowledge transfer with TfL and a previous WFP client.

Case study 3: Achieving knowledge transfer with Surface HRBP community

During the Surface Pilot it was acknowledged by the Head of HR, and the HRBP community, that HRBPs often struggled to act a strategic partner to the business. WFP was identified as one of the levers which could help to elevate the level of strategic discussion HRBPs have with their clients in the business.

To help facilitate knowledge transfer Deloitte:

- Adopted a learn-as-you-do approach which engaged HRBPs throughout Surface pilot to build their understanding of the key concepts involved in WFP, their knowledge of the real drivers behind supply and demand for resources, and the ways in which they can contribute to WFP on an ongoing basis
- Helped HRBPs feel more comfortable with WFP as a subject area. Anecdotal feedback from the central WFP Team also suggested that knowledge had been grown during the course of the programme
- Identified specific capability development approaches as part of the implementation plan for HRBPs, for example setting up regular business meetings to better understand demand drivers

Case study 4: Achieving knowledge transfer with TfL Commercial Development (CD) Directorate

TfL's CD Directorate is undergoing a large scale transformation programme which aims to affect change to support the Directorate to deliver against an ambitious ten year business plan. Deloitte has supported CD over the past 24 months to scope and deliver components of this transformation programme, including business planning, programme management and organisation design.

Throughout a knowledge transfer process has been followed to ensure that TfL members of the transformation team can build the relevant skills and experience to pursue future transformation work. We delivered a comprehensive approach to knowledge transfer and a document handover was put in place, including:

- Identification of TfL stakeholders involved in knowledge transfer
- Development of knowledge transfer objectives, against which the success of the transfer could be measured
- Design and facilitation of workshops on key transformation themes: organisation design, Learning & Development, programme management, etc. to discuss the future approach and documents produced in detail
- Collation of all transformation documents for handover, identification of owners, agreement of next steps
- Highlighting of risks and issues in relation to future transformation activity

Case study 5: Successfully transitioning WFP into business as usual with a European Bank

The Bank was experiencing pressure to improve business performance, reduce costs and adapt their business model to reflect changing customer behaviour. The goal of the exercise was to help the Bank understand how their strategy would impact the existing workforce, to improve the quality of internal discussions about the workforce, and build the capability of the Bank to undertake WFP on an ongoing basis.

A joint team was brought together with representatives from HR, Group Business Development and the business as a whole. During the delivery of the pilot, a maturity assessment of staff planning capability was undertaken and a plan of capability building interventions was put together. This approach allowed Deloitte to provide training to the group including live-facilitated planning workshops, development of guidance and principles and one-to-one coaching.

4 Understanding of TfL Workforce data and analytics

4.1 Overview of this section

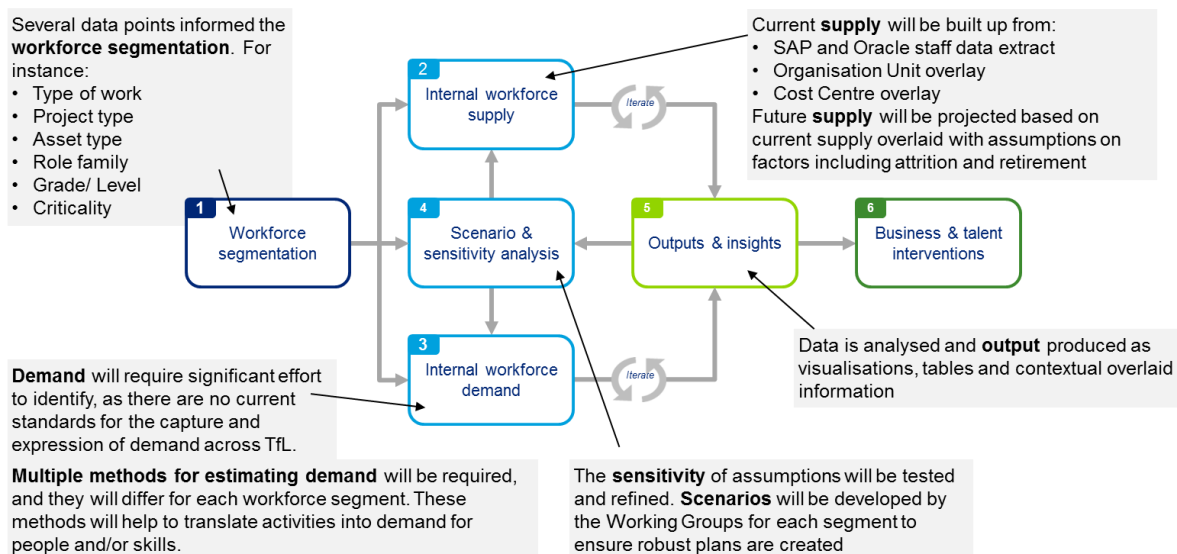
Our WFP work with you to date provides us with an unparalleled understanding of the data and analytics landscape at TfL. This section describes why data and analytics are important (4.2), our approach to data analysis (4.3), how we will overcome key challenges related to data and analytics (4.4) and practical examples of how we have used TfL data to generate meaningful insights through analytical approaches. For the purposes of this section, as they relate to WFP:

- Data is defined as the facts, volumes, statistics and assumptions collected together to enable analysis, planning and interpretation of plans. Data can be both quantitative (e.g. FTE volumes) and qualitative (e.g. context)
- Analytics is the computational analysis of data to support WFP. This includes forecasting and data modelling to enable plan creation (e.g. assessing impact of a delay to demand data on the workforce required to deliver)

4.2 Why data and analytics are important to WFP at TfL

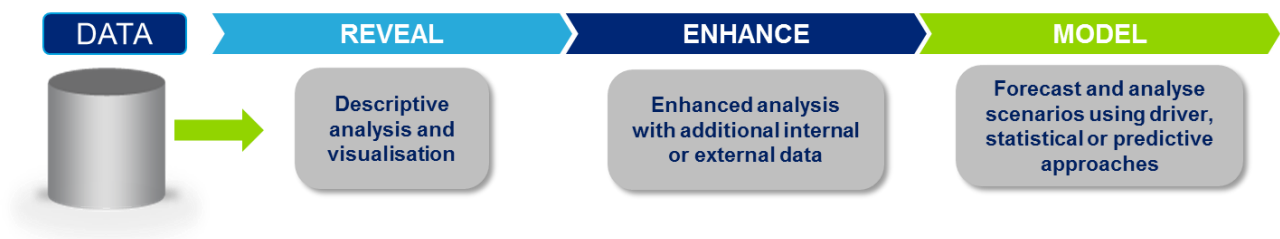
Data is a critical component of effective WFP. We believe a data-led approach is fundamental to achieving better analysis, decision-support and ultimately better business and talent decisions, as the consideration of facts and statistics help to encourage a more robust approach to developing workforce interventions. Use of data and analytical techniques can help to reduce guesswork and 'gut-feeling' involved in workforce and business decisions, improving confidence levels. Use of data is self-reinforcing; as data and assumptions are made visible and challenged, data quality and completeness can be encouraged, with plans and decisions improving accordingly.

Data is fundamental to TfL's WFP method. The WFP approach will both consume data (such as HR data, attrition rates, and forecasts of future demand for activity) and create data (such as workforce segment assignments).



4.3 Our approach to data analysis and analytics

Deloitte follows a **simple four-step model for data analysis and analytics**. This approach will underpin our central data management activities outlined in the programme plan on page 8. The approach is summarised below.



Data – We will create a single store for data (e.g. in Excel or Access), assumptions and standard reports/outputs from WFP. This will enable a coordinated approach to analysis with common data standards applied to raise consistency. For instance, our baseline of currently available supply, assumptions on attrition and retirement, and financial FTE forecasts.

Reveal – As we capture data we will play it back to generate insights. This process verifies and validates the data, identifying areas for improvement. For instance, our Workforce Segmentation analysis shows existing data on the cost of the workforce in new ways, serving to stimulate interest from key stakeholders in the Finance function.

Enhance – Data sources are compared, contrasted and augmented with additional data to generate new insights. For instance, multiple different data points to project forward demand for the number of Traffic Control Engineers might be compared, or external influences such as economic factors might be added to internal data.

Model – Multiple data sources are brought together to enable planning and scenario analysis. For instance, assumptions are entered and adjusted to see their impact, such as increasing attrition rate which, in turn, increases the size of the workforce gap calculated for a specific segment. A key area of modelling use is to forecast forward demand by segment; where required, more sophisticated approaches might be constructed which calculate demand based on a number of independent variables (e.g. economic outlook, customer numbers and productivity levels).

4.4 TfL data and analytics challenges and solutions

In our experience data is often the largest barrier perceived by our clients to successfully embedding WFP. While it is true it can be a barrier, we find that progress can be made if a pragmatic approach is adopted. Our approach works by quickly understanding the data landscape, identifying issues to be resolved or gaps to be filled, and putting in place clear mitigating actions. These actions may be short-term, such as developing and testing an assumption, or longer-term, such as collecting a new data set which will enhance planning in the future (such as time recording data across Surface Transport). At TfL, we worked through many data issues during the Surface WFP Pilot.

Case study 6: Data challenges identified during Surface Transport WFP Pilot

The Pilot gave us an opportunity to develop an understanding of the data available across TfL to enable WFP. As part of our maturity assessment we identified the current state for Surface. The table summarises key challenges from a data perspective and how our work during the pilot helped to improve understanding or effectiveness against dimension:

Dimension	Maturity assessment – current state	Steps taken to address and outcome
Business strategy & planning	Business and financial planning aligned to FTE Forecasts, which are not prepared consistently. Business justifications are rudimentary, as they are not always supported by insight into demand.	<ul style="list-style-type: none"> • Lack of financial planning consistency highlighted to planning communities and escalated to the Surface Finance Director • Workforce plans were developed to reflect 'true' demand for FTE, rather than approved budget position • Finance Director felt empowered to challenge back justifications using insights from WFP
Supply projector	Staffing data is stored centrally, with some analysis undertaken. Efforts underway to categorise by Role Family. No central skill or experience repository. Instead, local solutions developed where required.	<ul style="list-style-type: none"> • Baseline of staff data sourced from SAP; projections on future supply developed based on assumption led model • Baseline compared with data held across the business to maintain visibility of known interventions (e.g. recruitment)
Demand projector	No ability to convert activities to demand for people and skills, and forecast this forward. Pockets of good practice in conversion, but no structured way to capture and record these approaches.	<ul style="list-style-type: none"> • Logic captured from across the business on how activity is converted into demand across Surface • Several approaches to demand calculations captured to enable challenge of assumptions and triangulation • Business took action to improve data and assumptions to feed into WFP exercise, in turn contributing to improved confidence in their data
Planning Alignment	FTE Forecasting exists, but with limited foresight as to changes into workforce mix. Budgets are set before workforce is considered. Local solutions developed for short/ medium term planning in greater detail.	<ul style="list-style-type: none"> • Local solutions for planning, and their underlying assumptions were documented by the team • FTE forecast information was compared against 'true' demand from workforce plans to identify systematic flaws in financial FTE plans
Scenario/ "What If" planning	No modelling and forecasting capability exists within workforce planning. Scenarios, where considered, are expressions of professional judgement rather than structured analyses.	<ul style="list-style-type: none"> • The sensitivity of assumptions were tested and the business challenged to improve assumptions. Contextual voiceover was captured and stored • Basic functionality built in WFP Tool to enable scenario modelling on specific supply interventions and aggregate shifts to demand
Data management	SAP provides central data source for Finance and HR staffing data. No central view of demand data. Central teams hold responsibility for data. Some standard reporting on supply side.	<ul style="list-style-type: none"> • Supply and demand data used during project were consolidated into one place, enabling ad-hoc analysis to be supported by the Central WFP Team

Building on the lessons learned from the Surface Pilot identified in case study 6, we anticipate that the following key challenges will be faced from a data and analysis perspective during the WFP roll-out. We have included a proposed mitigation which is built into our approach.

Key challenge	Description of challenge	Proposed mitigation
Lack of data governance across TfL	There is no single owner, or established governance processes, for data across TfL. As WFP identifies data challenges, there will be a need to escalate these to the appropriate person(s).	<ul style="list-style-type: none"> Stress the importance of data quality and completeness to the WFP Steering Group Establish clear work packages for any data quality improvement work Align into data integrity work being undertaken by BBF
Lack of demand data and translations	There is no comprehensive view of demand across TfL as there is a lack of a common approach to convert demand for work (activities, including projects) into the workforce required to deliver them	<ul style="list-style-type: none"> Create a central data store for demand data and assumptions used across TfL Take a segment by segment approach to identifying demand for resources Develop multiple approaches to forecasting forward demand; starting with the simplest approach before attempting more sophisticated techniques if required Triangulate different modelling approaches to refine Identify next steps for each segment, and across TfL, for continuous improvement of data sources for demand
Lack of comfort making estimates and assumptions	There is a lack of comfort using assumptions where reliable data sources were unavailable	<ul style="list-style-type: none"> Facilitative approach to collecting data and making assumptions within each workstream, helping to show the value of assumptions Stress importance of changing culture of planning to Steering Group and Directors during WFP roll-out, e.g. not holding people to early estimates of demand/ supply
Lack of single HR data set	There are two HR data systems: SAP (covering approx. 15,000 records) and Oracle (covering approx. 2000 Tube Lines Ltd records), meaning a baseline must be established by combining both. In the future, any data fed back to source systems must be split and distributed accordingly	<ul style="list-style-type: none"> We consolidated a master list to serve as our baseline supply during the Workforce Segmentation phase This involved consolidating data from Oracle and SAP into the baseline, removing any duplicate records arising
Alignment to other data frameworks	There are several established frameworks for describing people across TfL, which WFP must be aligned to (e.g. Role families, Banding framework)	<ul style="list-style-type: none"> Create multi-dimensional data model to enable analysis and outputs to be shown by different parameters (e.g. workforce gap by workforce segment, and by Directorate) Work with Role Families team to show links between role families framework and WFP workforce segments
Visibility of internal transfers and secondments	There is poor visibility of the movements of staff across TfL organisations, which is perceived by the business to be a significant issue	<ul style="list-style-type: none"> Explore SAP data to understand extent of internal moves across TfL organisations Build appropriate assumptions in at an overarching level to capture these dynamics and test sensitivity of these
Lack of data-sharing culture	There is lack of data-led approach to business management in some areas of the business. In some cases, there is likely to be reluctance to sharing the data, assumptions and rules of thumb by which operational and strategic planning is undertaken	<ul style="list-style-type: none"> Generate senior commitment to WFP Programme, in turn encouraging sharing at all levels of engagement Prove benefit of sharing through revealing new insights into data wherever feasible Stress importance
Key data sources will change in the next 18-24 months	The ongoing work of the BBF Programme will lead to changes in the processes by which planning is undertaken, including potential changes to data sets	<ul style="list-style-type: none"> Specific accountability within WFP Programme to align into BBF changes and attend workshops to feed in, and understand emerging, requirements Engage our internal SAP Business Planning & Consolidation (BPC) experts to understand impact of BBF technology decisions as appropriate

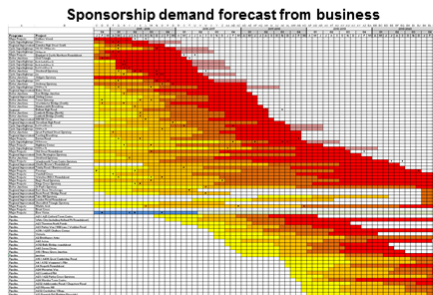
4.5 Examples of using TfL data to generate actionable insights

Case studies 7 and 8 show how we have used TfL's data to generate actionable insights. We will employ our data collection, management and analysis approach outlined in section 4.3 to undertake planned and ad-hoc analysis into each workforce segment during the roll-out. We will provide support, guidance and coaching to other programme team members to drive toward a high-level of data quality standards for WFP data management and analysis.

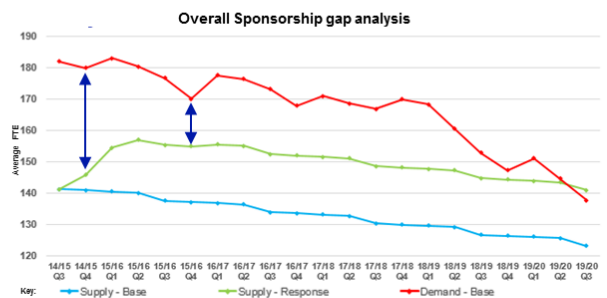
Case study 7: Example insights generated from Surface Transport WFP Pilot

For the Sponsorship workforce segment a potential workforce gap was identified in our planning. We worked hand in hand with the business to understand demand data for multiple teams across Surface, separate out the distinct demand which was at risk from a lack of resources, and work alongside the business to develop a series of potential interventions which were recommended to our steering group. The below graphic describes how we manipulated and presented data to enable these discussions:

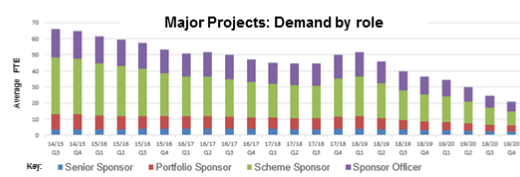
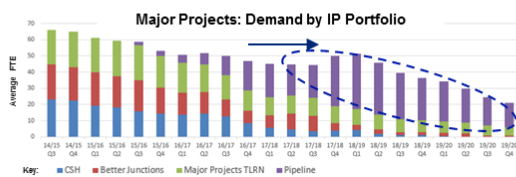
A: Demand forecasts were brought together for the Sponsorship segment. For instance, the overall project portfolio for RSM Sponsors was multiplied by a standard resource model to calculate demand



B: Demand (red) was compared with supply forecasts for the 'do nothing' scenario (blue – calculated using attrition and retirement assumptions) and 'supply response' (green – including data on known recruitment and graduate/apprentice hiring plans) to identify gaps:



C: Further analysis was undertaken to contextualise the impact of the gap to enable an informed decision to be made by the business. The charts show the raw demand data broken down by Investment Programme Portfolio and role to highlight the different levers/ impacts which could be explored.



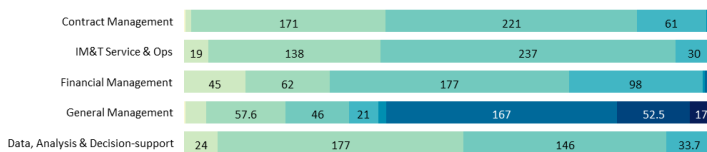
Case study 8: Insights generated from TfL Workforce Segmentation phase

We have worked with Strategic Resourcing, HRBPs and managers across the business to refresh the workforce segmentation framework developed during the Surface Pilot. This has included drafting new segments and definitions, and assigning all current TfL employees into each segment. We have begun validating these with the business to provide our baseline. Using this data, we have been able to generate new insights for leaders across TfL.

A: Excerpt from chart showing FTE by workforce segment



B: Excerpt from chart showing FTE by band, by segment



The diagrams on the left show examples of data analysis within the Workforce Segmentation report. Chart A shows an excerpt of the baseline FTE by segment, which helps to prompt the question of whether the overall shape, size and distribution of the workforce is right?

Chart B shows FTE by band, by segment – the darker colours show higher seniority, showing relatively high seniority for General Management and Financial management segments.

The insights generated in the workforce segmentation report will be presented to the Steering Group. This will help to facilitate a decision on which areas are of greater interest and should be explored in further detail, an example of using existing and new data to reveal greater insight about the TfL workforce.

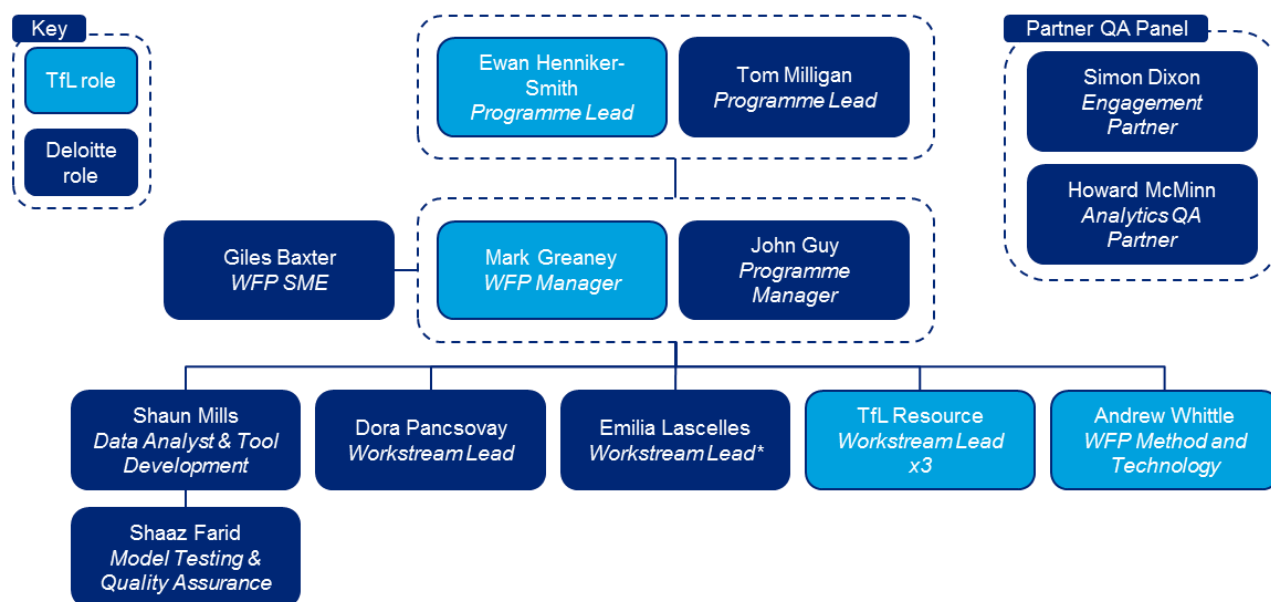
5 Quality and experience of staff allocated to the project and quality assurance

5.1 Overview of this section

This section describes how we will structure proposed joint team (5.2), our approach to quality assurance (5.3) and how the individuals we have put forward have the required skills, knowledge and experience to deliver your required outcomes (5.4).

5.2 Proposed team structure and ways of working

Overall programme strategy, leadership and senior stakeholder engagement will be led by the TfL programme Lead (Ewan Henniker-Smith) with support from the Deloitte Programme Lead (Tom Milligan). Day-to-day delivery and workstream management will be led by the TfL WFP Manager (Mark Greaney) with support from Deloitte Programme Manager (John Guy and transferred to Emilia Lascelles from early October 2015). Given we are aware that you are aiming to deliver through a joint team, we have assumed we will be responsible for two of the segment workstreams. Based on our work to date we would suggest these are Engineering and Information Management & Technology related segments, although we would confirm this with you upon contract award. We propose to adjust the team structure should workstream activity be delivered more quickly or slowly than anticipated for legitimate reasons outside of the programme team's control (e.g. stakeholder unavailability or a lack of available data).



* Takes on Programme Manager role from John Guy from early October

5.3 Proposed approach to quality assurance

Over and above our rigorous approach to delivery we will put in place two key measures to provide quality assurance:

Dedicated analytics modelling quality assurance resource – It is best practice to have specialist, independent quality assurance of models which will be relied on for decision-support on an ongoing basis. Deloitte's Analytics and Quantitative Modelling (AQM) team will provide specialist Model Testing and Quality Assurance expertise to assure both the approach and technical quality of the WFP Modelling Tool. We have built in effort both during development and throughout prior to handover. AQM is Deloitte's centre of excellence for data analytics and predictive modelling, employing people from a variety of analytical disciplines including actuaries, operational researchers and statisticians. Quality assurance is a fundamental hallmark of their approach, with ongoing peer-review, technical competence and compliance evaluation and full end-to-end model review examples of the best practice approach we will employ.

WFP subject matter expertise & peer relationships – Howard McMinn, Giles Baxter and the broader team are established experts in the field, with a wealth of WFP delivery experience, having supported, amongst others, the NHS and UK Armed Forces to develop their industry leading approaches to WFP and talent management in the last decade. In order to build peer relationships, we would be delighted to not only offer our experiences from these and other clients, but also to explore direct introductions to enable peer networking, sharing and learning.

5.4 Summary of proposed staff experience and roles

To demonstrate our capability to deliver your required outcomes we have prepared a summary of our individual team members, their key role and their relevant skills, knowledge and experience. Detailed CVs can be found in Appendix 2.

John Guy, Programme Manager

John is Deloitte's UK WFP Lead and has delivered projects to both public and private sector clients across workforce analytics, organisation design and complex transformation programmes. He has been supporting TfL to develop WFP since September 2014, gaining significant knowledge to the initial stage of this project as day-to-day project lead. He will utilise his wider experience, TfL knowledge and established stakeholder relationships to structure the roll-out, get the full programme team established, and begin the coordinated delivery of each of the wave 1 workstreams in parallel.

Emilia Lascelles, Workstream Lead (Programme Manager from early October)

Emilia is an experienced project leader in our People & Workforce Analytics team, specialising in strategic WFP and talent analytics. Her previous work has included significant UK Public Sector reorganisations applying data driven organisation design principles and strategic and tactical WFP projects across the UK public and private sectors. Emilia is adept at working in complex stakeholder environments, and using data and insights to stimulate interest, engagement and new decisions. Emilia will lead a workstream, support day-to-day programme management and provide coaching and mentoring to other workstream leads.

Dora Pancsovay, Workstream Lead

Dora has worked with TfL since September 2014 evidencing her capability to work with stakeholders at all levels across TfL. She played a core role in the delivery of the Surface WFP Pilot, leading work to bring data together, analyse it, and generate actionable insights which were presented to the Surface Director group. Dora will be able to hit the ground running in delivering the Information Management & Technology related workstream, as she has led stakeholder engagement in this area to date.

Shaun Mills, Data Analyst and Tool Development

Shaun is a member of our People & Workforce Analytics team, who specialises in creating robust data models, rigorous analysis and engaging visualisations. He has substantial experience in using analytical software tools, including Microsoft Excel, Visio and Project, SAS (Base SAS, Enterprise Guide), Tableau and OrgLab. He will use his in-depth technical knowledge to develop the WFP Modelling Tool, including the central data store.

Shaaz Farid, Model Testing & Quality Assurance

Shaaz is an experienced member of Deloitte's Analytics & Quantitative Modelling team. He will work alongside Shaun to provide assurance of the proposed modelling approach, ongoing QA during the development of the WFP Modelling Tool, and a thorough end-to-end review of the technical build quality and outputs of the final version.

Tom Milligan, Programme Lead

Having worked with TfL for many years and contributed to the Workforce Segmentation exercise, Tom has an in-depth understanding of TfL's workforce, strategic vision and future business plan. He will provide effective programme leadership due to his experience in delivering complex change programmes at TfL – such as Fit for the Future – Stations and Project Horizon. He will be accountable for stakeholder engagement and knowledge transfer during the programme.

Giles Baxter, WFP SME

Giles is an SME in change management, organisational design, workforce capability and capacity planning. He has extensive experience in WFP for the British Army, having made substantial improvements to their operations. Giles will provide advice on how to successfully embed WFP across TfL and in particular offer practical insights into the key decision points TfL will face on this journey. He will provide guidance both to the overall programme leadership and work with specific workstreams and stakeholders where required.

Simon Dixon, Engagement Partner

Simon is Deloitte's lead partner for Transport for London and the Department for Transport. His extensive experience of critical transformational and capital programmes enables him to robustly assure the delivery of the WFP Programme. He will provide challenge, risk management and quality review where you feel it is appropriate.

Howard McMinn, Analytics Quality Assurance Partner

Howard is a leader in our People & Workforce Analytics work. He was the Lead Engagement Partner for the Surface WFP Pilot work. During this programme he will use his vast experience of WFP and analytics to provide rigorous quality assurance of outputs.

6 Commercial response

6.1 Fee estimate and breakdown

We have estimated a total fee of **£595,776** based on a calculation of the estimated resources required during the programme to deliver your desired outcomes to the standard of quality required. We can confirm there are no conflicts of interest that would preclude us from delivering this piece of work.

We have based our daily rates on RM1502 – ConsultancyOne – Lot 3.2 – Human Resources Management and our tender response is fully compliant with these agreed terms. There are 8 hours in a working day. The price stated is:

- Inclusive of VAT and expenses (Any expenses that are agreed during the course of delivering the Programme will be in line with TfL's Business Expense Policy)
- Exclusive of any technology hosting and license costs required for WFP Modelling Tool

Table showing breakdown of fees by resource:

Programme Role	Name	Grade	Day rate	Total days	Total fee
Programme Director	Tom Milligan	Director/ Partner	£1,960	24	£47,040
WFP SME	Giles Baxter	Managing Con.	£1,568	25	£39,200
Programme Manager	John Guy	Managing Con.	£1,568	24	£37,632
Workstream Lead	Emilia Lascelles	Managing Con.	£1,568	112	£175,616
Workstream Lead	Dora Pancsovay	Principal Con.	£1,264	140	£176,960
Data Analyst & Tool Development	Shaun Mills	Senior Con.	£832	110	£91,520
Model Testing & Quality Assurance	Shaz Farid	Principal Con.	£1,264	22	£27,808
				457	£595,776

In addition to the delivery team outlined above, Simon Dixon (Engagement Partner) and Howard McMinn (Analytics Quality Assurance Partner) will invest their time to the project.

This estimate is based on assumptions around client and Deloitte responsibilities, and the structure of the overall programme and the split between TfL and Deloitte responsibilities which are referred to below and detailed in Appendix 1: Assumptions. During the set-up of the programme we propose to discuss our assumptions with you to ensure they are robust and if required either at the beginning or during the programme, we will agree together a change order to capture any changes or modifications that may be required in order for the Services to deliver on your objectives.

The fee includes the delivery of outputs listed in section 2.3. We assume that we will be responsible for the delivery of two workstreams and therefore two sets of workstream outputs. For clarity, we have assumed that TfL will be responsible for delivery of the activities outlined under the 'Develop WFP Method' line of the Programme Plan in section 2.4, including the requirements definition, specification and selection of a long-term WFP technology solution. We will contribute advice and guidance based on our previous experience to this workstream, including how the method should be improved based on our engagement with the business.

6.2 Additional resources

We are aware that TfL is forming a joint delivery team consisting of internal permanent staff, external contractors and consultant resources procured through this tender process. As previously identified in our discussions during the Workforce Segmentation phase, there is a risk that programme timescales are put at risk should there be a delay in recruiting suitably qualified and experienced resources to fill positions in the Programme Team.

To help mitigate this risk we would be pleased to discuss additional team structures and resource models following contract award.

Appendix 1 – Assumptions

6.3 Client responsibilities

Our experience from a large number of engagements which we have undertaken under the ConsultancyOne framework has been that these engagements are most successful where we clearly articulate our understanding of the client's responsibilities and our assumptions. In carrying out our work, we will assume that you will:

- Be accountable for the contribution and performance of TfL staff working within the WFP Programme Team, including the contribution of any third party suppliers you choose to use
- Manage the delivery of the 'WFP Method' workstream defined in the Programme Plan
- As far as reasonably practicable be responsible for the contribution and performance of representatives from across the business to the delivery of WFP Programme workstreams
- Notify us promptly if any of the information or data you have provided becomes inaccurate or if any of your requirements change or if you become aware of any conflict or ambiguity in respect of the agreed requirements or any circumstances or events which may impact the provision of the Services within the anticipated timescales
- Ensure that the information provided by you or any third party is accurate, complete and not misleading, as we will not audit, test or verify it unless that is expressly part of the scope of our services
- Make decisions/ approvals in a timely manner and there are no delays in providing access to your personnel
- Take responsibility for overall management decisions including final decisions on negotiation approach, tactics and options to be adopted and performance of all management functions
- Ensure that all staff overseeing the Services will be suitably skilled and/ or experienced
- Obtain our approval in relation to release of any of our output to a third party and obtaining any required, signed hold harmless letters and in all other cases ensuring that our deliverables are only used internally by you and are not provided to third parties without inclusion of agreed form disclaimers
- Liaise with all other interested stakeholders as necessary
- Obtain appropriate legal, technical or other specialist advice in relation to this programme

6.4 General assumptions

- Our proposal is true and accurate to the best of our knowledge and belief but it is dependent on the accuracy of the information supplied by the Customer and its third parties
- In formulating our conclusions, we expect to discuss ideas with you orally and to show you drafts of our deliverables and may create working papers or other material for information purposes and should not be relied upon as these will be superseded by our final deliverables (the 'outputs')
- Having reviewed your requirements the output/s we will provide are set out in our proposal. The outputs and any intellectual property rights in the output shall be licensed solely to TfL for the purpose of the project and should not be used for any other purpose
- We have assumed that a PAR (Post Assignment Review) will not be required for this project
- We have assumed that clause 6A and Schedule 1 (Security Requirements) of the call-off terms will not apply
- Whilst we may review and comment on legal agreements, we are not qualified to provide legal advice and will not be responsible for providing specialist or technical advice.
- In line with good industry practice, our work in connection with this project will be performed for your sole benefit. Where you need to share it or any extracts with third parties, please consult with us first so that we can check such extracts are not misleading and that all the necessary disclaimers are in place
- You will notify us before the services commence of any internal policies that you require us to comply with
- If the services or deliverables do not conform with the scope you shall, in the first instance, allow us a reasonable opportunity to re-perform the services in order to correct the non-conformity
- Prior to commencement of the Services, we will agree an appropriate and objective sign-off and acceptance process with you for deliverables and confirm that in the Letter of Appointment (LoA) for the services
- Any timetable or deliverable dates agreed between the parties will be indicative only and dependent on the parties fulfilling their respective responsibilities.
- Notwithstanding the provisions of clause 5.3, where there is a possible third party intellectual property rights (IPR) claim which Deloitte may be obliged to indemnify the Customer, the parties shall meet to discuss the cause of such breach and the possible solution to avoid any interruption of the Services being provided. The parties will take into full consideration, whether such breach of IPR arose as a result:
 - A) of a modification of the Deliverables other than by Deloitte;
 - B) the Customer using the Deliverables in combination with any items not supplied by Deloitte, where there would be no infringement without such combination;

- C) the Customer using the Deliverables in a manner not permitted or contemplated by the Agreement; and
 - D) the Customer's failure and/ or refusal to use any modified or replacement Deliverable supplied or offered to be supplied by Deloitte.
- Where any of the above points have occurred, Deloitte would not be required to indemnify the Customer. Deloitte shall at its own expense conduct all litigation arising in relation to such claim. The Customer shall afford Deloitte with all reasonable assistance and will not make any statements that may be prejudicial to the defence or settlement of the claim. Deloitte will either modify the services so as to avoid infringement or procure a license to supply the services
- As the services you require include modelling services, the output of which will be a "deliverable" model, we will confirm this with you in writing during the Programme. The procedures for the development, testing and handover of a deliverable model are set out below.
 - A) Model development. We will develop a model based on discussions and agreement with you as to the required content, format and functionality (which will be documented in the WFP Modelling Tool Requirements document, and agreed by you) and having regard to your requirements as set out in the tender documentation, providing updates and drafts to you at regular intervals. We will work with you to populate the model with the data you require and will also draft user instructions, which will include the key assumptions used by the model in deriving the key outputs. As noted above, drafts of the model and user instructions will be superseded by final versions of the model and user instructions and accordingly should be destroyed or returned to us.
 - B) Testing. An important part of the development process will be for you to spend time reviewing the model to ensure that you are fully comfortable that it is being developed in accordance with your expectations. This process is critical in helping build confidence in the model and its outputs. As part of the development process, and prior to releasing a final draft version for your own acceptance testing, we will subject the model to a phase of focused development testing. We draw your attention, however, to the fact that it is generally not practicable to test a computer spreadsheet to the extent whereby it can be assured that all errors have been detected.
 - C) Model handover and knowledge transfer. In line with good industry practice, we will undertake a formal model release process, through which you will acknowledge that you have completed your acceptance testing and accept responsibility for the model, including its assumptions, input data, projections and associated documentation. The model will include a cover page which incorporates an explanation of the purpose of the model and a click box disclaimer designed to protect you and us from claims by or responsibility to third parties. Industry good practice would recommend that this disclaimer is not removed. The model is intended for use solely by you. We will expect you to seek our written permission to use it for other purposes or by other parties for which or for whom it has not been designed, so that we have an opportunity to consider its appropriateness for such use.
- If a data visualisation or other software product is used during the course of the programme, such as Qlikview or Tableau software for use in the WFP Modelling Tool, TfL will enter into a licensing agreement directly with the owner of the software product on their applicable terms. We will work with you to determine the requirement for such a software, and the most appropriate route to licensing for your needs, as part of the WFP Modelling Tool Requirements deliverable.
- We consider any information relating to personal information (CV's, contact details etc.), to our pricing, that contains details of our cost base or insurance arrangements, that relates to our proprietary information as well as our approach and/or our methodologies to be commercially sensitive/ confidential and exempt from disclosure under the Freedom of Information Act 2000 [(Scotland) Act 2002] ("FOIA"). Please notify us if you receive a request to disclose such information, prior to making any disclosure, so that we can consult with you about the applicability of the FOIA exemptions relating to this information.
- In addition, we note that the Government's Transparency Agenda may require the publication of all tender documents and Government contracts. In accordance with guidance issued by GPS in this regard, and Code of Practice for FoIA, if you choose to award the work covered by this proposal or supporting documents, TfL will need to consult with us about the redaction (as envisaged in the GPS guidance and Code of Practice) of certain parts of the contract, including those areas identified above, for this work and this proposal.
- Any enquiries about what may be commercially sensitive or queries about disclosure should be directed to Simon Dixon on 02073036834.

Appendix 2 – Detailed CVs



John Guy

Overview

John is an experienced project leader in People and Workforce Analytics and has delivered projects across workforce analytics, organisation design and complex transformation programmes. He has designed, implemented and operationally generated insights from workforce planning solutions, and is Deloitte's UK WFP Lead. He has extensive public sector experience, having worked across Local Government and in WFP for the Department of Health and broader NHS.

Relevant Professional History/ Key clients

Surface WFP Pilot and Workforce Segmentation Exercise (TfL): John acted as Programme Manager, working with stakeholders across Surface Transport to develop a 3-5 year plan for the workforce associated with the Investment Programme. John was responsible for working alongside Finance, HR and business stakeholders to build up forecasts of supply and demand, facilitate gap analysis, and develop a plan. Insights were presented back in a report and a series of presentations to the Directors for in-scope areas. Key insights included the identification of duplicated effort across roles, politically sensitive projects at risk due to workforce challenges, and a series of workforce investment decisions and other insights which have helped to provide a basis for improved rigour in planning across Surface. In parallel, John worked with TfL to develop an approach to WFP which could be rolled-out across the organisation, including repeatable planning cycle, tools, roles and responsibilities and governance. John delivered targeted training interventions to transfer his knowledge across to TfL.

Workforce Planning Analytics (FTSE 100 Telecommunications Company): During the design phase, John led the development of the governance and processes within the global WFP solution, working closely with Finance, HR and Operational stakeholders to develop a repeatable design aligned to existing processes. He then led the pilot of the full design including process, governance, technology, roles and responsibilities, and helped to generate the business case.

In preparation for roll-out, John was instrumental in bringing together insights from the pilot to inform roll-out speed, scope and approach, working alongside senior stakeholders in the business, HR and Finance to plot a route to success.

Workforce Planning Roll-out (FTSE 100 Telecommunications Company): Analytics Strategy: John worked with stakeholders across the company to understand, prioritise and develop a strategy to improve analytical capability. This strategy centred on business challenges which could be resolved utilising better data to drive decision making. He developed a prioritised roadmap for improving the way in which the company utilised information about its people, ultimately enabling them to build analytics into their HR transformation.

Hewden Stuart Ltd: John led a team to quickly identify the optimum safe and cost-effective workforce model for the crane hire sector of Hewden's business. John built a workforce model grounded in operational reality, including impact on people, fleet management and recruitment. This model was relied upon by the business to engage in difficult discussions with their unionised crane driver workforce on the potential shift pattern changes and effects on terms and conditions this would bring.

Department of Health: John led and supported various projects which focussed on improving WFP capability across the NHS. As part of the role, John also delivered operational plans for specific NHS trusts and workforce groups, including maternity services and health visitors.

Role

Programme Manager

Qualifications

BSc Business and Management

Skills, Knowledge & Abilities

- ✓ Knowledge of London Governance and Policy Context
- ✓ Stakeholder Analysis and Engagement
- ✓ Workforce Planning and Analytics
- ✓ Organisation Design
- ✓ Change Management
- ✓ Knowledge Transfer



Emilia Lascelles

Overview

Emilia has nearly nine years' experience in delivering Human Capital professional services to a range of public, private and financial services clients. She specialises in people analytics roles, with a particular focus on data driven organisation design, strategic WFP and workforce and talent analytics. Emilia has a breadth of experience to bring to the contract including leading the organisation design analytics workstream on a large scale public sector organisation review.

Relevant Professional History/ Key clients

Organisation Analytics (Global Oil and Gas Company): This company had recently launched a new global OD methodology for its staff to use on its reorganisation projects. There was, however, a need for an evidence based approach to such projects. With the help of its Global People Data team, Deloitte were engaged to provide support to on-going reorganisation activities within the company through organisation diagnostics and analytics. Emilia assisted in configuring the company's existing reporting and organisation charting tools into an organisation design toolkit, piloting the toolkit on live global OD projects, and building the client's capability in organisation analytics.

Workforce Analytics (Hewden's Crane Hire): Hewden requires a high degree of flexibility in the provision of its crane's operators. It observed that meeting customer demand frequently required many of its c.140 operators to work in excess of 48 hours a week, potentially unsafe and expensive. Deloitte completed an initial phase of collating and analysing both Hewden and open source data to understand influences on pay and working hours. Emilia then led the scenario modelling phase. With the help of an actuarial analyst, she modelled the impact on each depot of changing overtime and travel T&Cs on: operator pay; ability to meet customer demand; illustrative net recurring financial costs/benefits; and recruitment requirements. Recommendations for change and a high level implementation plan were provided.

HR Transformation (FTSE 100 Telecommunications Company): This Company is undergoing a global HR Transformation. For one month, Emilia acted as interim project manager for the Process workstream. This involved input into programme planning, risk management, quality assurance, and day-to-day coordination of Deloitte, the Telecommunications Company and third party team. Emilia also led a test script writing workshop and reviewed a number of work instructions for use in the target state shared service centre.

Organisation Zero Based Review (UK MoD): The UK MoD undertook a zero based review of its organisation which sought to: define, validate and prioritise the organisation's outputs; link positions, activities, processes and outputs; and make recommendations for how the organisation can be more efficient and effective. Alongside 40+ other Deloitte colleagues, Emilia led the organisation design (OD) analytics workstream. This included training and overseeing 10 colleagues in the use of OrgVue (an organisation analytics tool) to cleanse, visualise and analyse organisation data for over 16,000 posts. She also contributed to discussions and developed content on recommendations for the organisation's future structure and workforce planning.

Development Function Operating Framework (Major Global Retail Bank): The bank was reviewing the organisation structure of its Development Function (Recruitment/Resourcing/Learning/Talent/Organisation Development). Emilia acted as initial Engagement Manager & Organisation Design Analytics Lead. This involved consolidation of demand plans and activity survey responses with employee cost, demographic and reporting lines, resulting in a report on gap to target state and live analysis and visualisation demos to the function's leadership team (in OrgVue).

Role

Workstream Lead

(Programme Manager from early October)

Qualifications

BSc (Hons) Natural Science

Association of Taxation Technicians (ATT)

Skills, Knowledge & Abilities

- ✓ Senior Stakeholder Engagement
- ✓ Knowledge Transfer
- ✓ Implementation Planning
- ✓ Change Management
- ✓ Programme Management and Talent Analytics
- ✓ Organisation Design Analytics



Dora Pancsovay

Overview

Dora is a member of the People and Workforce Analytics team. She has worked on large-scale transformation programmes involving people analytics, organisation/process design and analysing organisational data to identify opportunities for improvement. She has experience in designing and implementing workforce planning, including first-hand experience of working with TfL and the UK MOD. Dora has worked across several industries and has been involved in developing analytical models to calculate the impact of organisational restructures and identify opportunities for organisational efficiencies.

Role

Workstream Lead

Qualifications

BSc Management

Skills, Knowledge & Abilities

- ✓ Knowledge of London Governance and Policy Context
- ✓ Stakeholder Engagement
- ✓ Organisation Design
- ✓ People Analytics
- ✓ Organisation Design Analytics
- ✓ Workforce Planning
- ✓ Coaching/mentoring and Knowledge Transfer

Relevant Professional History/ Key clients

Surface WFP Pilot and Workforce Segmentation Exercise (TfL): Dora played a key role in the Surface pilot project where she examined the makeup and capability Surface's Investment Programme related workforce and its ability to deliver against the Surface Outcomes. Dora has led the development of workforce supply calculations and owned the development of demand projections and assumptions for multiple segments, and has worked with teams across multiple business units within TfL (e.g. RSM, IM, Customer Experience, London Rail). Dora has developed training sessions (including materials and demonstrations) on the WFP method, analytics and technology for business and HR stakeholders to build TfL knowledge and skills.

Major Oil and Gas Company: Following the company's launch of a global Organisation Design Methodology, Dora participated in the development of supporting organisation design and analytics tools to facilitate the organisation's ambition to be more analytics driven. She created comprehensive training materials for the client, including managing the scoping and development of a detailed e-learning. Dora also delivered live training sessions for senior colleagues to help build the internal company-wide capability to utilise analytics for organisation design projects.

MoD: Dora was involved in conducting a review of the organisation's people and outputs to identify opportunities for improvement through rapid cleansing and analysis of disparate sources of organisation data using an organisation charting and analytics tool. Dora worked with stakeholders of various seniority to generate insights into the organisation's structure and activities through interactive workshops and interviews.

Large Global Bank: Dora was involved in the As-Is organisation analysis and development of detailed design for the To-Be organisation as part of the global reorganisation of the HR function of the Bank. She participated in preparing and holding workshops for 20+ international attendees to create proposals for standardised global processes. Dora also took part in the development of a bottom-up business case to assess the financial impact of the transformation and supported setting up and documenting the methodology for ongoing benefits reporting.

Energy Company: As part of the organisation's ongoing business base for strategic reorganisation, Dora built an insightful tool to identify opportunities for significant cost savings within the HR function and participated in developing options for realising them based on extensive engagement of internal contributors.



Shaun Mills

Overview

Shaun is a member of our People and Workforce Analytics team, and specialises in creating robust data models, rigorous analysis and engaging visualisations. He has substantial experience in using analytical software tools, including Microsoft Excel, Visio and Project, SAS (Base SAS, Enterprise Guide), Tableau and OrgLab.

Relevant Professional History/ Key clients

HR Transformation (Major UK Retailer, Manchester): Shaun supported the workstream during report migration, analysing a series of reports in order to reduce the total number of reports through detailed consolidation. He also investigated the client's data landscape in order to develop workforce profile analysis on the store manager population, taking into account HR, Finance, Recruitment and Operational data to provide value added insight that did not previously exist in the business.

Risk Transformation (Global Retail Bank, London): Shaun supported an HR project team by providing analytical capability during the design and implementation of a new functionalised target operating model. He successfully developed and implemented a headcount tracking process for the Bank's risk population, circa 6500 FTE globally. He also created and delivered a series of organisational structure analysis that drove the business case for reshaping and restructuring the function at a senior level.

Finance Shared Services Centre (Global Retail Bank, India): Shaun carried out a right-shoring and location strategy analysis of the extended global team to help build the business case for opportunities. He completed a Workday FTE balancing activity for the Finance COO Team, which resulted in FTE reductions of approximately 25%.

Finance Change (Global Retail Bank, London): Shaun was responsible for process and project documentation during the right-shoring strategy implementation. He also delivered analysis to support decisions for further offshoring opportunities and formulated offshoring opportunities based on process analysis.

Credit Risk Check (Global Retail Bank, Edinburgh): Shaun carried out an analysis of the bank's existing credit books during a government enforced large scale sale of accounts. He produced periodical Management Information (MI) and developed new MI and processes using SAS technology.

Role

Data Analysis and Tool Development

Qualifications

BA (Hons) Business Studies

Skills, Knowledge & Abilities

- ✓ Knowledge of London Governance and Policy Context
- ✓ Stakeholder Engagement
- ✓ Workforce Analytics and Planning
- ✓ Data Visualisation
- ✓ Business Analysis
- ✓ Organisation Design Analytics
- ✓ Knowledge Transfer
- ✓ Software Tools



Shaaz Farid

Overview

Shaaz joined Deloitte in September 2011 as a graduate. He is part of the Deloitte Actuarial, Reward and Analytics team, whose services include specialist quality assurance for both the approach and technical quality of modelling tools. Shaaz is highly experienced in the delivery of models, as well as review and assurance.

Relevant Professional History/ Key clients

EC Review: Shaaz worked within a team providing support to the Appointed Actuary for a small global reinsurer, helping to fulfil the requirements of the Appointed Actuary. Roles included: reviewing client data and assumptions for consistency and reasonableness; setting up and performing stochastic runs in Prophet to calculate reserves and Economic Capital, to perform sensitivity analysis, and to perform analysis of change of the Realistic Balance Sheet (RBS); generating simulation files for stochastic runs using TSM; editing and updating DCS code for grouping of model point file data; quarterly reporting and internal monthly monitoring; and drafting sections of half-year and year-end actuarial reports.

Efficient Formula Fitting: Shaaz investigated and presented the features of various approaches to Proxy Modelling. His roles included: researching the use of radial basis functions as a formula fitting technique; creating new spreadsheet tools to generate a continuous, multi-dimensional radial basis function to approximate the calculation of the liabilities for insurance products based on a set of initial sample data points; testing the merits and drawbacks of the radial basis function compared with other techniques such as polynomial curve fitting; contributing these findings towards PowerPoint presentations on Proxy Modelling for training and for marketing to clients; and training other team members on the use of the spreadsheet tool, and the underlying mathematics.

External Audit: Shaaz worked on the actuarial audit of three life insurers. His roles included: writing year-end data reports and summary reports, outlining the checks carried out and collating conclusions and recommendations; reviewing FSA forms and compliance with INSPRU; reviewing Valuation Rate of Interest calculations; and reviewing controls over Methodology and Assumptions changes.

Independent Expert: Shaaz supported the Independent Expert on projects relating to two Part VII Transfer Schemes for large insurance groups. His roles included: analysing the impact of each Scheme upon policyholders; investigating the extent to which each insurance fund would meet its Pillar I and Pillar II Solvency Capital Requirements post-Scheme; drafting sections of the subsequent reports and supplementary reports.

Model Point File Analytics: This was an internal project to develop a piece of software which reports on data quality and analysis of change. Shaaz's roles included: carrying out functional testing of the MPF Analytics software on test data and client data; setting up and performing runs in Prophet to calculate the Best Estimate Liabilities (BEL) for various insurance products based on client data; and building custom functionality into the Prophet model, enabling it to calculate the BEL under specified stress scenarios in accordance with the client's sensitivity analysis methodology.

DICE: Shaaz worked on the development of Deloitte's DICE initiative for Economic Capital modelling. His roles included: supporting the development and testing of a Heavy Model in Prophet to calculate assets and liabilities for insurance products under specified stress scenarios; setting up and performing deterministic and stochastic runs to generate data points; developing spreadsheet tools to generate a continuous, multi-dimensional polynomial function to approximate the calculation of assets and liabilities based on the data points from the Heavy Model.

Role

Data Analyst and Tool Development

Qualifications

BSc (Hons) Mathematics

Skills, Knowledge & Abilities

- ✓ Global Actuarial and Advanced Analytics
- ✓ Quality Assurance
- ✓ Qualitative Modelling
- ✓ Modelling Tools
- ✓ Senior Stakeholder Engagement
- ✓ Knowledge Transfer



Tom Milligan

Overview

Tom specialises in delivering complex organisation transformation engagements especially in the transport sector. His areas of expertise are strategy, organisation design, stakeholder engagement, change management and programme leadership. Tom has a wealth of experience in delivering projects to TfL as well as to other public sector clients including the Department of Business Innovation and Skills, Home Office, Treasury, HMRC, and the Department for Health.

Role

Programme Lead

Qualifications

BA (Hons) Politics

Skills, Knowledge & Abilities

- ✓ Knowledge of London Governance and Policy Context
- ✓ Senior Stakeholder Engagement
- ✓ Knowledge Transfer
- ✓ Implementation Planning
- ✓ Change Management
- ✓ Programme Management and Reporting
- ✓ Large-scale Public Sector Programme Planning and Delivery
- ✓ Organisation Strategy

Relevant Professional History/ Key clients

Surface WFP Pilot and Workforce Segmentation Exercise (TfL): Tom has supported senior stakeholder engagement and review of deliverables during both the Surface Transport WFP Pilot and the current Workforce Segmentation phase. He has applied his knowledge of TfL's service model, business models and Investment Programme to contextualise the insights we generate against TfL's strategic priorities. Due to his extensive stakeholder network, Tom has been able to reach out to stakeholders across TfL to stimulate their interest in the programme, and help to mitigate any risks arising.

Fit For the Future – Stations Programme (TfL): Tom is the Deloitte Engagement Lead for the FFtF-S programme. He is responsible for supporting the design and delivery of this complex, business critical and politically sensitive transformation programme. His role includes advising on stakeholder engagement, organisation design and transformation and change implementation.

Commercial Development (TfL): Tom is the Deloitte Engagement Lead supporting the TfL Commercial Development Directorate plan for delivering significant extra revenue from TfL assets. His role includes advising on the overall transformation project, operational interface and stakeholder engagement, organisation design and change management.

Project Horizon (TfL): Tom led the Deloitte team supporting TfL in the restructuring of corporate functions to improve business effectiveness. His role included all elements of organisation design from initiation, through detailed design proposals, staff selection and transition and implementation planning. As the Project Manager on this large, complex programme, he also led on project reporting, senior stakeholder engagement and risk management.

Organisation Design (Monitor - Health Regulator): Tom was the Deloitte Engagement Lead designing this organisation. As a result of significant changes to legislation, Monitor needed to radically overhaul its structure and functions, effectively building from scratch.

Operating Model Implementation (HMRC): Tom was a key part of a senior team, supporting the Permanent Secretary and management team on the implementation of a new operating model. Tom supported 14 work streams, looking at detailed restructuring of the organisation to meet significant spending and resource reductions. This enabled HMRC to meet its strategic objectives and implement the new operating model. Tom also led the management of data for the client to support the "To Be" designs.



Giles Baxter

Overview

Giles is a financially astute Senior Executive with a very strong orientation towards change management, organisational design, workforce capability and capacity planning. He combines a strong theoretical basis with practical experience for designing and implementing working solutions. Giles' has led a number of workforce planning projects within the UK Public Sector. In particular, he delivered a number of workforce planning projects to the British Army, making substantial improvements to their operations and subsequent savings.

Relevant Professional History/ Key clients

Workforce Planning Lead (Public Health England): Giles transformed Public Health England's ability to conduct workforce (5,500 FTE) and financial planning. This resulted in the organisation's capability to actively manage a 20% reduction in operating costs, whilst absorbing above inflation salary related increases.

Workforce Capacity/ Capability Planning (Staffordshire County Council): Giles improved the Council's alignment between workforce capacity, capability and business plan priorities, and reduced delivery risk. He reviewed the Council's core capability to commission or deliver services worth in excess of £500m, identifying significant issues with the operating model and associated governance arrangements. These issues are now being addressed.

Change Consultant (Victim Support): Giles guided the organisation's senior leadership through a new business and budget planning cycle, identifying a 25% reduction in corporate overheads through a mix of workforce and non-workforce efficiencies. He also developed a change management strategy for the £40m charity, which is now being implemented. In addition, he commissioned and facilitated organisational design workshops to develop Victim Support's operating models for capacity planning, sector positioning, product development, contracting, service delivery, and IS governance, all of which are now being implemented.

Workforce Analysis and Operations Projects (British Army): Acting as an internal consultant, Giles conceived and managed the programme to improve the Army's workforce planning system, widely regarded as a model of best practice. The programme, which cost £10m, encompassed academic research, feasibility studies, business process and organisational redesign, information systems procurement, data management, data quality improvements and governance changes. The first decision made under the new system saved £40m in one year. Giles also introduced simulation-based workforce forecasting tools, now the method of choice for Army workforce strength forecasting. He also forecasted errors of less than 0.5% over a year. In addition, Giles pioneered the use of 'Big Data' in Army HR Planning and conceived and implemented a new approach for improving the quality of Army Personnel Data. He also transformed the approach taken by the Army's most senior decision makers to the management of financial risk, resulting in manpower costs coming in on their £4.8Bn annual budget for the first time that records show.

Workforce Planning (Staffordshire County Council): Giles guided the Council through the development of its first workforce plan, resulting in significant risks to business plan objectives being identified and managed. He reviewed the Council's core capability to commission or deliver services worth in excess of £500m, identifying significant issues with the operating model and associated governance arrangements, now being addressed.

Workforce Planning Capability (Public Health England): Giles led the development of Public Health England's workforce planning capability and produced their first integrated workforce and financial plan, resulting in £20m savings being identified.

Role

Workforce Planning Expert

Qualifications

MA Engineering

MSc Defence Technology

Certificate in Management Studies

MSP Practitioner

Skills, Knowledge & Abilities

- ✓ Senior Stakeholder Engagement
- ✓ Change Management
- ✓ Implementation Planning
- ✓ Workforce Capability and Capacity Planning
- ✓ Programme Management and Reporting
- ✓ Workforce Forecasting Tools
- ✓ Organisation Strategy and redesign



Simon Dixon

Overview

Simon is a Partner in Deloitte's Public Sector Practice where he specialises in the delivery of complex business-critical transformational and capital programmes, with a track record of putting government policy into practice. He is the Lead Partner for TfL and the Department for Transport, giving him a breadth of experience in how TfL really works. He has widespread experience managing other large complex programmes and has an in-depth knowledge of the political, operational and technical issues.

Role

Engagement Partner

Qualifications

BSc (Eng) Mechanical Engineering

Skills, Knowledge & Abilities

- ✓ Knowledge of London Governance and Policy Context
- ✓ Senior Stakeholder Engagement
- ✓ Knowledge Transfer
- ✓ Programme Leadership
- ✓ Organisation Strategy

Relevant Professional History/ Key clients

Surface WFP Pilot and Workforce Segmentation Exercise (TfL): Simon has supported the development of Workforce Planning at TfL through both the Surface Transport WFP Pilot and the current Workforce Segmentation. Simon has used his extensive knowledge of TfL and wider transport provision in the UK to provide internal and external market context for our plans. His experience of TfL's business strategy and model have helped to ensure our insights reflect the broader strategic challenges and opportunities faced by TfL, such as the forthcoming spending review.

Congestion Charging, Western Extension Zone (TfL): Simon was responsible to TfL Directors of Congestion Charging for the delivery of the Western Change Extension Zone on time and on budget covering: overall Programme approach definition; scenario planning; managing Programme delivery; resource and cost management; third party supplier management; risk management; supporting the successful delivery of the Procurement; IT support; skills & knowledge transfer, cost modelling; customer improvements for the existing scheme; and helping TfL plan for the future Re-let. Simon led the successful negotiation on behalf of TfL with bidders for the Enforcement Infrastructure to agree acceptable service levels and prices for set-up and operation, as well as with Capita to amend their original contracts to cover WEZ. This led to a £70m saving to TfL. He advised senior TfL Directors and the Mayor's advisors on Strategic options for the programme.

Project Horizon (TfL): Simon acted as the Deloitte Engagement Partner for this project. The role included organisation strategy, structural design, operational change, new process design, role design, provision of evaluated graded job descriptions for over 500 new and existing jobs, performance management, staff alignment, and developing a uniform culture across what had been a group of separate businesses. The work also included supporting the implementation and business change with a communications and engagement strategy and production of a detailed business case with defined savings and benefits targets.

Fit for the Future-Stations Programme (TfL): Simon is the Deloitte Engagement Partner for the FFtF-S programme. Responsibilities have included: helping shape the vision, strategy and objectives for the programme; providing Programme Leadership expertise to help set up the programme, e.g. programme planning, governance and structure; providing strategic advice to senior stakeholders on the progress of the programme; and providing quality assurance support to the programme over the last 2.5 years to ensure it is achieving its objectives.

New York City Department for Transport's Congestion Pricing Programme: Simon was joint partner on this project. This included refining the actual approach to the scheme to ensure that it was operationally viable and could deliver the benefits, developing operational design and process flows and developing detailed and reliable capital and operating projects.



Howard McMinn

Overview

Howard is a leader in our People and Workforce Analytics practice at Deloitte, featuring regularly at Major Human Capital conferences and in publications, providing significant thought leadership on HR transformation and workforce analytics. He has over 25 years' experience gained in both corporate and consultancy roles and has led the delivery of some of Deloitte's most cutting edge people and analytics projects.

Relevant Professional History/ Key clients

Surface WFP Pilot and Workforce Segmentation Exercise (TfL): Howard has supported the development of Workforce Planning at TfL through both the Surface Transport WFP Pilot and the current Workforce Segmentation activities. He has provided subject matter expertise on WFP and analytical approaches, helping the team to identify new insights and develop a method for WFP which reflects good practice. As Engagement Partner he met regularly with Penny St-Martin to assure the contribution of Deloitte during the delivery of the pilot.

East of England Strategic Health Authority: Howard led the establishment of an effective workforce planning process, linking this to the effective commissioning of appropriate training and education activities for the future generation of healthcare professionals.

Workforce Planning (NHS London Strategic Health Authority): Howard worked with the Head of Workforce Transformation at NHS London to re-engineer and implement workforce planning within the health system in London. Specific responsibilities included workforce planning and facilitating an event with 100 people to agree the workforce planning across the region. He also engaged with key stakeholders at all levels within teaching hospitals to analyse the key drivers of productivity and develop recommendations. In addition he provided support to the overall programme to ensure that the Authority engaged effectively with the numerous stakeholder groups.

Universal Jobmatch (DWP): Howard led the programme and implementation of the DWP's Digital Labour Market, the largest digital service in Government at the time. Howard helped overall accountability for the strategic partnerships for service delivery, design of the solution and risks and issues across the delivery through to benefits realisation

NHS London Strategic Health Authority: Howard led the re-engineering and implementation of workforce planning within the health system in London. Howard oversaw development of the approach to workforce planning engaging with key stakeholders at all levels to analyse the key drivers of productivity in the workforce and supported the overall programme to delivery

Multi-national Broadcasting Organisation: Howard developed a change programme to improve performance of HR services in a large multi-national broadcasting organisation. Work included reviewing HR processes and workforce management plans and policies

Professional Development Programme (NHS Blood and Transplant): Howard worked with senior stakeholders across the NHS to co-design a professional development programme to give clinical leaders and donation champions across the UK leadership and change management skills to drive transformational change. Howard influenced the shape of the programme and worked with stakeholders across the NHS to drive uptake. He used his experience of action learning techniques to build regional networks to enable peers to share best practice. In the first year of the programme, organ donation rates increased by 25% and more than 3,700 lives have been saved.

Role

Analytics Quality Assurance
Partner

Qualifications

BA (Hons) Zoology

Skills, Knowledge & Abilities

- ✓ Knowledge of London Governance and Policy Context
- ✓ Senior Stakeholder Engagement
- ✓ Workforce Analytics
- ✓ Quality Assurance
- ✓ Knowledge Transfer
- ✓ Organisation Strategy
- ✓ Project management and reporting

Important notice

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Revised Version 5 August 2014

Part 2 – Call-Off Terms

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Contract, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

“Authority” means THE MINISTER FOR THE CABINET OFFICE (**“Cabinet Office”**) as represented by Crown Commercial Service, being a separate trading fund of the Cabinet Office without separate legal personality, whose office is at the 9th floor, The Capital, Old Hall Street, Liverpool, L3 9PP;

“Base Location” means the location, specified by the customer (in the Letter of Appointment), at which the majority of the Required Services shall be delivered;

“Call-off Term” means subject to Clause 8 (Termination), the term of this Contract as determined in accordance with section 1 of Appendix 1 to the Letter of Appointment.

“Change of Control” means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010.

“Commercially Sensitive Information” means the Confidential Information listed (and as updated from time to time) in Framework Schedule 8 (Commercially Sensitive Information) comprising commercially sensitive information:

- a) relating to the Supplier, its IPR or its business or information which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
- b) that constitutes a trade secret;

“Confidential Information” means as the context allows, the Customer's Confidential Information and/or the Supplier's Confidential Information;

“Contract” means the written agreement between the Customer and the Supplier consisting of the Letter of Appointment, these Call-Off Terms (save to the extent varied by the Letter of Appointment) and any other documents incorporated into either of them by reference or attachment;

“Contract Charges” means the prices (exclusive of any applicable VAT), payable to the Supplier by the Customer under the Contract for the full and proper performance by the Supplier of the Contract Services;

“Contract Mediator” has the meaning set out in clause 23.2.5.1;

“Contract Services” means the Services to be supplied by the Supplier to the Customer as set out in the Letter of Appointment;

“Customer” means the Contracting Body named in the Letter of Appointment;

“Customer's Confidential Information” means all the Customer's Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Customer, including all Intellectual Property Rights, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

“Customer's Personal Data” means the Personal Data supplied by the Customer to the Supplier and, for the purposes of or in connection with the Contract;

"Customer's Representative" means the representative of the Customer appointed by the Customer from time to time in relation to the Contract and notified to the Supplier;

"Day Rate" means the rate per day per grade tendered by the Supplier in the Supplier's proposal that shall never be exceeded within this Contract;

"Deliverables" means those deliverables listed in Appendix 1 of the Letter of Appointment;

"Effective Date" means 03.08.2015 the date on which the Contract shall take effect as stated in paragraph 1 of Appendix 1 to the Letter of Appointment.

"Equality Legislation" means the Equality Act 2010, the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Work and Families Act 2006, the Human Rights Act 1998 and/ or other relevant or equivalent legislation against discrimination.

"Framework Agreement" means the framework agreement between the Authority and the Supplier referred to in the Letter of Appointment

"Fraud" means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown;

"Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and the requirements of any Regulatory Body which is responsible for regulating the Supplier and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in providing Services similar to the Contract Services;

"Grave Misconduct" means grave misconduct within Regulation 23(4)(e) of the Public Contracts Regulations 2006 as amended and includes:

(a) poor performance or serious or persistent breaches which have led to the early termination of a contract between the Crown or any Contracting Body and the Supplier; or

(b) poor performance or a serious breach or breaches which are the subject of proceedings concerning a contract between the Crown or any Contracting Body and the Supplier; or

(c) serious financial irregularities on the part of the Supplier (within any legal jurisdiction); or

(d) misconduct which would be regarded as serious by any regulatory body for a trade or profession,

and for the purposes of the foregoing "proceedings" includes arbitration proceedings which have been commenced or court proceedings where a letter before action or a notice of claim has been issued);

"Implementation Plan" means the plan referred to in Appendix 1 to the Letter of Appointment;

"Intellectual Property Rights" or "IPR" means:

a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website

addresses and other rights in trade or business names, design rights (whether registerable or otherwise), Know-How, trade secrets and moral rights and other similar rights or obligations;

b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off;

"Information" has the meaning given under section 84 of the FOIA

"Key Personnel" means any individuals identified as such in the Letter of Appointment and any replacements for such individuals that may be agreed between the Parties from time to time in accordance with Clause 2.3;

"Law" means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, rule of common law, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of Court or directives or requirements of any Regulatory Body, delegated or subordinate legislation;

"Letter of Appointment" means the letter from the Customer to the Supplier dated 27/072015 (including its appendices) constituting the Order to provide the Contract Services;

"Material Breach" means a material breach of this Call-Off Contract;

"Milestone" means an event or task described in the Implementation Plan which must be completed by the corresponding date set out in such plan.

"Order" means an order for the provision of the Contract Services placed by a Customer with the Supplier in accordance with the Ordering Procedures, substantially in the form as set out in the Letter of Appointment (including its appendices)

"Party" means the Supplier or the Customer and **"Parties"** shall mean both of them;

"Persistent Failure" means any two (2) or more failures by the Supplier in any rolling period of twelve (12) months to comply with obligations in respect of the Contract Services under the Contract;

"Premises" means land or buildings owned or occupied by the Customer and of such government agencies or departments or non-departmental public bodies that the Secretary of State from time to time may specify;

"Prohibited Act" means;

(a) directly or indirectly offering, promising or giving any person working for or engaged by any Contracting Body a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity; or

(b) committing any offence:

(i) under the Bribery Act 2010; or

(ii) under legislation creating offences concerning fraudulent acts; or

(iii) at common law concerning fraudulent acts in relation to this Framework Agreement or any other contract with the Authority and/or any Contracting Body; or

(c) defrauding, attempting to defraud or conspiring to defraud the Authority and/or any Contracting Body;

"Regulatory Bodies" means government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract and **"Regulatory Body"** shall be construed accordingly;

"Service Levels" means the service levels set out in Annex 1;

"Sub-Contract" means the Supplier's contract with a Sub-Contractor whereby that Sub-Contractor agrees to provide to the Supplier the Contract Services or any part thereof or facilities or services necessary for the provision of the Contract Services or any part thereof or necessary for the management, direction or control of the Contract Services; and

"Sub-Contractor" means any person appointed by the Supplier to carry out any and or all of the Supplier's obligations under the Contract.

"Supplier" means the Supplier to whom the Letter of Appointment is addressed;

"Supplier's Confidential Information" means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including all Intellectual Property Rights, together with information derived from the foregoing, and that in any case is clearly designated as being confidential;

"Supplier's Representative" means the representative appointed by the Supplier from time to time with overall responsibility for this Contract and notified to the Customer;

"Supplier's Staff" means all persons employed by the Supplier and/or any Sub-Contractor to perform the Supplier's obligations under the Contract together with the Supplier's and/or any Sub-Contractor's servants, consultants, agents, suppliers and Sub-Contractors used in the performance of the Supplier's obligations under the Contract;

"Supplier System" means the information and communication technology system used by the Supplier in performing the Contract including any information, communication and technology equipment and items provided by the Customer to the Supplier for the Supplier's use in the performance of its obligations under this Contract. This shall not include however the Customer's hardware, software and/or telecommunications networks or equipment used by the Customer or the Supplier in connection with the Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System and which is necessary for the Customer to receive the Contract Services;

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

1.2 Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" "for example" and "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation" and shall not limit the general effect of the words which precede them;
- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 the Appendices, Annexes and Schedules form part of these Call-Off Terms and shall have effect as if set out in full in the body of these Call-Off Terms and any reference to these Call-Off Terms includes the Appendices Annexes and Schedules;
- 1.2.6 references to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced by any subsequent enactment, modification, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of the Contract);
- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.2.8 references to "Clauses", the "Appendices" the "Annexes" and "Schedules" are, unless otherwise provided, references to the clauses of, the Appendices to, the Annexes to and the Schedules to these Call-Off Terms and references to "paragraphs" are, unless otherwise provided, references to paragraphs of the respective Annexes in which the references are made;
- 1.2.9 terms or expressions contained in the Contract which are capitalised but which do not have an interpretation in Clause 1.1 shall be interpreted in accordance with the Framework Agreement;
- 1.2.10 a reference to a Clause is a reference to the whole of that Clause unless stated otherwise; and
- 1.2.11 in the event of and only to the extent of any conflict between the Letter of Appointment, these Call-Off Terms, any other document referred to in the Contract and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.2.11.1 the Framework Agreement (excluding Framework Schedule 4 (Letter of Appointment and Call-Off Terms));
 - 1.2.11.2 the Letter of Appointment together with Appendices;
 - 1.2.11.3 these Call-Off Terms; and

- 1.2.11.4 any other document referred to in the Contract. SAVE THAT no changes to the Letter of Appointment or the Call-Off Terms shall operate so as to amend or reduce the effect of the Framework Agreement or to create a conflict between the Framework Agreement and the Call-Off Agreement where one did not previously exist.

2. SUPPLY OF CONTRACT SERVICES

2.1 Contract Services

- 2.1.1 The Supplier shall supply the Contract Services to the Customer in accordance with the provisions of the Contract.

- 2.1.2 The Supplier shall:

- 2.1.2.1 comply with all reasonable instructions given to the Supplier and its Staff by the Customer in relation to the Contract Services from time to time, including reasonable instructions to reschedule or alter the Contract Services;

- 2.1.2.2 immediately report to the Customer's Representative any matters which involve or could potentially involve a conflict of interest as referred to in Clause 2.1.3.1;

- 2.1.2.3 co-operate with the Customer and the Customer's other professional advisers in relation to the Contract Services as required by the Customer;

- 2.1.2.4 comply with the Customer's internal policies and procedures and Government codes and practices in force from time to time (including policies, procedures, codes and practices relating to staff vetting, security, equality and diversity, confidentiality undertakings and sustainability) in each case as notified to the Supplier in writing by the Customer including where applicable, but not limited to, such policies, procedures, codes and practices listed in section 2.1 of Appendix 1 of the Letter of Appointment;

- 2.1.3 The Supplier shall not:

- 2.1.3.1 knowingly act at any time during the term of the Contract in any capacity for any person, firm or company in circumstances where a conflict of interest between such person, firm or company and the Customer shall thereby exist in relation to the Contract Services; or

- 2.1.3.2 incur any expenditure which would result in any estimated figure for any element of the Contract Services being exceeded without the Customer's written agreement; or

- 2.1.3.3 without the prior written consent of the Customer, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Contract Services; or

- 2.1.3.4 pledge the credit of the Customer in any way; or

- 2.1.3.5 engage in any conduct which in the reasonable opinion of the Customer is prejudicial to the Customer.

- 2.1.3.6 without the prior written consent of the Customer, introduce new methods or systems which materially impact on the provision of the Ordered Services
- 2.1.4 Both Parties shall take all necessary measures to ensure the health and safety of the other Party's employees, consultants and agents visiting their premises.
- 2.1.5 The Supplier accepts that the Customer shall have the right after consultation with the Supplier to require the removal from involvement in the Contract Services of any person engaged in the performance of the Contract Services if in the Customer's reasonable opinion the performance or conduct of such person is or has been unsatisfactory or if it shall not be in the public interest for the person to work on the Contract Services.
- 2.1.6 Where the Supplier is more than one firm acting as a consortium, each firm that is a member of the consortium shall be jointly and severally liable for performance of the Supplier's obligations under the Contract.

2.2 Variation of Contract Services

- 2.2.1 The Customer may request a variation to the Contract Services at any time provided that such variation does not amount to a material change to the Order.
- 2.2.2 Any request by the Customer for a variation to the Contract Services shall be by written notice to the Supplier:
 - 2.2.2.1 giving sufficient information for the Supplier to assess the extent of the variation and any additional costs that may be incurred; and
 - 2.2.2.2 specifying the timeframe within which the Supplier must respond to the request, which shall be reasonable,

and the Supplier shall respond to such request within such timeframe.
- 2.2.3 Any such variation agreed between the Customer and the Supplier pursuant to Clause 2.2.2 shall not be valid unless in writing and signed by the Parties. Furthermore any written and signed variation between the Parties shall be appended to the Letter of Appointment within Appendix 2 and/or 3. In the event that the Supplier and the Customer are unable to agree to a proposed variation including any change to the Contract Charges in connection with the requested variation to the Contract Services, the Customer may agree that the Supplier should continue to perform its obligations under the Contract without the variation or may terminate the Contract with immediate effect, except where the Supplier has already delivered part or all of the Order in accordance with the Order Form or where the Supplier can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

2.3 Key Personnel

- 2.3.1 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Contract Services to the Customer. The Key Personnel shall be responsible for performing such roles as are ascribed to them in the Letter of Appointment and such other roles as may be necessary or desirable for the purposes of the Contract or as may be agreed between the Parties from time to time.

- 2.3.2 The Key Personnel shall not be released by the Supplier from supplying the Contract Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment and/or partnership or other extenuating circumstances.
- 2.3.3 Any replacements to the Key Personnel shall be subject to the agreement of the Customer. 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 Contract.
- 2.3.4 The Customer shall not unreasonably withhold its agreement under Clauses 2.3.2 or 2.3.3. Such agreement shall be conditional on appropriate arrangements being made by the Supplier to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.
- 2.3.5 If requested by the Customer, the Supplier shall procure that Key Personnel attend transaction review meetings at no cost to the Customer during the term of the Contract and upon its conclusion.

2B. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF THE SERVICES

- 2B.1 Without prejudice to any other right or remedy which the Customer may have at Law or in this Contract, if any Contract Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Contract then the Customer may (whether or not any part of the Services have been Delivered) do any of the following:
 - 2B.1.1 at the Customer's option, give the Supplier the opportunity at the Supplier's expense to either remedy any failure in the performance of the Services together with any damage resulting from such defect or failure (and where such defect or failure is capable of remedy) and carry out any other necessary work to ensure that the terms of the Contract are fulfilled, in accordance with the Customer's instructions;
 - 2B.1.2 refuse to accept any further Contract Services to be delivered by the Supplier but without any liability to the Customer;
 - 2B.1.3 carry out at the Supplier's expense any work necessary to make the Services comply with the Contract;
 - 2B.1.4 without terminating the Contract, itself supply or procure the supply of all or part of the Contract Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Contract Services in accordance with the Contract;
 - 2B.1.5 without terminating the whole of the Contract, terminate the Contract in respect of part of the Contract Services only (whereupon a corresponding reduction in the Contract Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Contract Services; and/or
 - 2B.1.6 charge the Supplier for and the Supplier shall on demand pay, any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Contract Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Contract Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Contract Services.

- 2B.2 Notwithstanding any of the provisions of this Clause 2B, in the event that the Supplier fails to comply with Clause 2B.1 above and the failure prevents the Customer from discharging a statutory duty, the Customer may terminate the Contract with immediate effect by giving the Supplier notice in writing.

2C. SUPPLIER'S STAFF

- 2C.1 The Supplier shall ensure that, where appropriate, Staff are paid at least the national minimum wage in accordance with the National Minimum Wage Act 1998.

- 2C.2 The Customer may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Premises:

2C2.1 any member of the Supplier's Staff; or

2C2.2 any person employed or engaged by the Supplier or any member of the Staff, whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

- 2C.3 At the Customer's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission to the Premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.

- 2C.3 The Supplier's Staff engaged within the boundaries of the Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Premises.

- 2C.4 If the Supplier fails to comply with Clause 2C.3 within two (2) Months of the date of the request, the Customer may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

- 2C.5 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Supplier has failed to comply with Clause 2C.3 shall be final and conclusive.

- 2C.6 The Supplier acknowledges that certain days are privilege holidays in the civil service. On these days, the Customer may require or may specifically not require, work to be done under the Contract (which shall be communicated to the Supplier), and in the latter case be the subject to agreement between the Parties, unless specifically covered in the Contract.

- 2C.7 Not used.

- 2C.8 The Supplier shall procure that Supplier's Staff shall at all times during their engagement in the provision of the Contract Services remain servants of the Supplier and the Supplier shall not be relieved of any statutory or other responsibilities in relation to the Supplier's Staff by virtue of this Contract.

- 2C.9 The Supplier shall ensure that no person who disclosed that he has a Relevant Conviction or who is found by the Supplier to have any Relevant Convictions (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is employed or engaged in any part of the provision of the Contract Services without the prior approval of the Customer.

3. PAYMENT AND CHARGES

3.1 Contract Charges and VAT

- 3.1.1 In consideration of the Supplier's performance of its obligations under the Contract, the Customer shall pay the Contract Charges in accordance with Clause 3.2 (Payment).
- 3.1.2 The Customer shall, in addition to the Contract Charges and following receipt of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Contract Services supplied.
- 3.1.3 The provisions of paragraph 7 of Framework Schedule 2 (Charging Structure) of the Framework Agreement shall apply in relation to the Contract Services.
- 3.1.4 If at any time before the Contract Services have been delivered in full the Supplier reduces its Framework Prices for any Services which are provided under the Framework Agreement in accordance with the terms of the Framework Agreement and with the Law including that relating to Public Procurement with the result that the Framework Prices are lower than the Contract Charges, the Contract Charges for the Contract Services shall automatically be reduced so as to be equal to the Framework Prices.
- 3.1.5 The Supplier shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this Clause 3.1.5 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

3.2 Payment

- 3.2.1 The Customer shall pay all sums properly due and payable to the Supplier in respect of the Contract Services in cleared funds by no later than thirty (30) calendar days after the date of a validly issued invoice for such sums.
- 3.2.2 The Supplier shall ensure that each invoice (whether submitted electronically or in a paper form) contains all appropriate references and a detailed breakdown of the Contract Services provided and any disbursements and that it is supported by such other documentation as may reasonably be required by the Customer to substantiate the invoice.
- 3.2.3 The Supplier shall ensure that all invoices submitted to the Customer for Contract Services are exclusive of the Management Charge payable to the Authority in respect of the Contract Services. The Supplier shall not be entitled to increase the Contract Charges by an amount equal to such Management Charge or to recover such Management Charge as a surcharge or disbursement.
- 3.2.4 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.
- 3.2.5 Subject always to the provisions of Clause 14, if the Supplier enters into a Sub-Contract in respect of the Contract Services, it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period

not exceeding thirty (30) calendar days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-Contract.

- 3.2.6 The Supplier shall not suspend the supply of the Contract Services unless the Supplier is entitled to terminate the Contract under Clause 8.2.2 on the grounds of the Customer's failure to pay undisputed sums of money. Interest shall be payable by the Customer in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on the late payment of any undisputed sums of money properly invoiced by the Supplier in respect of the Contract Services.
- 3.2.7 The Supplier shall accept the Government Procurement Card as a means of payment for the Contract Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.
- 3.2.8 All payments due shall be made in cleared funds to such bank or building society account as the recipient Party may from time to time direct in writing.

3.3 Recovery of Sums Due

- 3.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract
- 3.3.2 Any overpayment by either Party, whether of the Contract Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

4. LIABILITY AND INSURANCE

4.1 Liability

- 4.1.1 Neither Party excludes or limits its liability for:
 - 4.1.1.1 death or personal injury; or
 - 4.1.1.2 fraud or fraudulent misrepresentation by it or its employees.
- 4.1.2 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Customer for the Contract Services supplied by that individual on behalf of the Supplier and the Customer shall not bring any claim under the Contract against that individual or such service company in respect of the Contract Services save in the case of Fraud or any liability for death or personal injury.
- 4.1.3 Subject to Clause 4.1.1 above and to the limits set out in Clause 4.1.8 below, the Supplier shall fully indemnify and keep indemnified the Customer on demand in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with, the supply, purported supply or late supply of the Contract Services or the performance or non-performance by the Supplier of its obligations under the Framework Agreement and the Customer's financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused by any act or omission of the Supplier. The Supplier shall not be responsible for any injury, loss, damage, cost or expense 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 Contract.

4.1.4 Subject to the limits set out in Clause 4.1.8 below, the Supplier shall be liable for the following types of loss, damage, cost or expense which shall be regarded as direct and shall (without in any way, limiting other categories of loss, damage, cost or expense which may be recoverable by the Customer) be recoverable by the Customer:

4.1.4.1 the additional operational and/or administrative costs and expenses arising from any Material Breach;

4.1.4.2 the cost of procuring, implementing and operating any alternative or replacement services to the Contract Services as a result of a Material Breach by the Supplier; and

4.1.4.3 any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Laws.

4.1.5 In no event shall either Party be liable to the other for any:

4.1.5.1 loss of profits;

4.1.5.2 loss of business;

4.1.5.3 loss of revenue;

4.1.5.4 loss of or damage to goodwill;

4.1.5.5 loss of savings (whether anticipated or otherwise); and/or

4.1.5.6 any indirect, special or consequential loss or damage.

4.1.6 No enquiry, inspection, approval, sanction, comment, consent, or decision at any time made or given by or on behalf of the Customer to any document or information provided by the Supplier in its provision of the Contract Services, and no failure of the Customer to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligation of the Supplier to carry out all the obligations of a professional Supplier employed in a client/customer relationship.

4.1.7 Save as otherwise expressly provided, the obligations of the Customer under the Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Customer to the Supplier.

4.1.8 Subject always to Clause 4.1.1, and for the avoidance of doubt, both of the Parties agree that the total aggregate liability (whether those liabilities are expressed as an indemnity or otherwise) of each Party to the other Party for each year of this Contract shall be:

4.1.8.1 for all defaults resulting in direct loss or damage to the property of the other party shall be subject to a limit of £2 million (Two Million Pounds) unless otherwise stipulated by the Customer in the Letter of Appointment following a further competition;

- 4.1.8.2 in respect of all other defaults, claims, losses or damages whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the greater of the sum of £2 million (Two Million Pounds) or a sum equivalent to One Hundred and Twenty-Five Per Cent (125%) of the Contract Charges paid or payable to the Supplier in the relevant year of the Contract calculated at the date of the event giving rise to the liability (estimated for the full year if the event occurs in the first year of the Contract) unless a different aggregate limit or limits is otherwise stipulated by the Customer in the Letter of Appointment following a further competition.

4.2 Insurance

- 4.2.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of the risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policy or policies shall include professional indemnity cover in respect of any financial loss to the Customer arising from any advice given or omitted to be given by the Supplier under the Contract or otherwise in connection with the provision of the Contract Services. Such insurance shall be maintained for so long as the Supplier may have any liability to the Customer.
- 4.2.2 It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability arising in respect of the risks referred to in Clause 4.2.1.
- 4.2.3 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by Clause 4.2.1, the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 4.2.4 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 All Intellectual Property Rights in the output from the Contract Services shall vest in the Supplier who shall grant to the Customer a non-exclusive, unlimited, irrevocable licence to use and exploit the same.
- 5.2 Subject to Clause 5.1 and save as expressly granted elsewhere under the Contract, the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors and the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors.
- 5.3 The Supplier shall on demand fully indemnify and keep fully indemnified and hold the Customer and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer and or the Crown may suffer or incur as a result of any claim that the performance by the Supplier of the Contract Services infringes or allegedly infringes a third party's Intellectual Property Rights (any such claim being a "**Claim**").
- 5.4 If a Claim arises, the Customer shall notify the Supplier in writing of the Claim and the Customer shall not make any admissions which may be prejudicial to the defence or

settlement of the Claim. The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Supplier:

- 5.4.1 shall consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 5.4.2 shall take due and proper account of the interests of the Customer;
 - 5.4.3 shall consider and defend the Claim diligently using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute; and
 - 5.4.4 shall not settle or compromise the Claim without the prior written approval of the Customer (not to be unreasonably withheld or delayed).
- 5.5 The Supplier shall have no rights to use any of the Customer's names, logos or trademarks without the prior written approval of the Customer.

6. PROTECTION OF INFORMATION

6.1 Protection of Personal Data

- 6.1.1 With respect to the Parties' rights and obligations under the Contract, the Parties agree that the Customer is the Data Controller and that the Supplier is the Data Processor in relation to the Customer's Personal Data.
- 6.1.2 The Supplier shall:
 - 6.1.2.1 Process the Customer's Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by the Customer to the Supplier during the term of the Contract);
 - 6.1.2.2 Process the Customer's Personal Data only to the extent, and in such manner, as is necessary for the provision of the Contract Services or as is required by Law or any Regulatory Body;
 - 6.1.2.3 implement appropriate technical and organisational measures to protect the Customer's Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Customer's Personal Data and having regard to the nature of the Customer's Personal Data which is to be protected;
 - 6.1.2.4 take reasonable steps to ensure the reliability of all members of the Supplier's Staff who have access to the Customer's Personal Data;
 - 6.1.2.5 obtain the Customer's prior written approval in order to transfer all or any of the Customer's Personal Data to any Sub-Contractors for the provision of the Contract Services;
 - 6.1.2.6 ensure that all members of the Supplier's Staff required to access the Customer's Personal Data are informed of the confidential nature of the Customer's Personal Data and comply with the obligations set out in this Clause 6.1;

- 6.1.2.7 ensure that none of the Supplier's Staff publish, disclose or divulge any of the Customer's Personal Data to any third party unless directed in writing to do so by the Customer;
- 6.1.2.8 notify the Customer within five (5) Working Days if the Supplier receives:
 - (a) a request from a Data Subject to have access to the Customer's Personal Data relating to that person; or
 - (b) a complaint or request relating to the Customer's obligations under the Data Protection Legislation;
- 6.1.2.9 provide the Customer with full cooperation and assistance in relation to any complaint or request made relating to the Customer's Personal Data, including by:
 - (a) providing the Customer with full details of the complaint or request;
 - (b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;
 - (c) providing the Customer with any Customer's Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and
 - (d) providing the Customer with any information requested by the Customer;
- 6.1.2.10 permit or procure permission for the Customer and/or the Customer's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the Supplier's data Processing activities (and / or those of its agents and Sub-Contractors) and comply with all reasonable requests or directions by the Customer to enable the Customer to verify and / or procure that the Supplier is in full compliance with its obligations under the Contract;
- 6.1.2.11 provide a written description of the technical and organisational methods employed by the Supplier for Processing the Customer's Personal Data (within the timescales required by the Customer); and
- 6.1.2.12 not Process or otherwise transfer any Customer's Personal Data outside the European Economic Area without the prior written consent of the Customer which may be given on such terms as the Customer in its discretion thinks fit.
- 6.1.3 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under the Contract in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.
- 6.1.4 The Supplier acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to the Customer's Personal Data that the Customer may be irreparably harmed (including harm to its reputation). In such circumstances, the Customer may proceed directly to

court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).

- 6.1.5 In the event that through any failure by the Supplier to comply with its obligations under the Contract, Customer's Personal Data is transmitted or Processed in connection with the Contract is either lost or sufficiently degraded so as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such failure by the Supplier.

6.2 Confidentiality

- 6.2.1 Except to the extent set out in this Clause 6.2 or where disclosure is expressly permitted elsewhere in the Contract, each Party shall:

6.2.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

6.2.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

- 6.2.2 Clause 6.2.1 shall not apply to the extent that:

6.2.2.1 such disclosure is a requirement of Law or any competent regulatory body placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 6.4 (Freedom of Information); or

6.2.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner; or

6.2.2.3 such information was obtained from a third party without obligation of confidentiality; or

6.2.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or

6.2.2.5 it is independently developed without access to the other Party's Confidential Information.

- 6.2.3 The Supplier may only disclose the Customer's Confidential Information to those members of the Supplier's Staff who are directly involved in the provision of the Contract Services and who need to know the information, and shall ensure that such individuals are aware of and shall comply with these obligations as to confidentiality.

- 6.2.4 The Supplier shall not, and shall procure that the Supplier's Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of the Contract.

- 6.2.5 At the written request of the Customer, the Supplier shall procure that those members of the Supplier's Staff identified in the Customer's notice sign a confidentiality undertaking prior to commencing any work in accordance with the Contract.

- 6.2.6 Nothing in the Contract shall prevent the Customer from disclosing the Supplier's Confidential Information (including the Management Information obtained pursuant to clause 13 of the Framework Agreement):
- 6.2.6.1 to any Crown body or any other Contracting Body on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Body save as required by Law;
 - 6.2.6.2 to any consultant, contractor or other person engaged by the Customer for any purpose relating to or connected with the Contract or the Framework Agreement (on the basis that the information shall be held by such consultant, contractor or other person in confidence and is not to be disclosed to any third party) or any person conducting an OGC Gateway TM review or any additional assurance programme;
 - 6.2.6.3 for the purpose of the examination and certification of the Customer's accounts; or
 - 6.2.6.4 for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.
- 6.2.7 The Customer shall use all reasonable endeavours to ensure that any government department, Customer, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to Clause 6.2.6 is made aware of the Customer's obligations of confidentiality.
- 6.2.8 Nothing in this Clause 6.2 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.
- 6.2.9 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of the Contract, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.
- 6.2.10 The Supplier shall, at all times during and after the performance of the Contract, indemnify the Customer and keep the Customer fully indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Customer arising from any breach of the Supplier's obligations under this Clause 6.2 except and to the extent that such liabilities have resulted directly from the Customer's instructions.
- 6.2.11 No changes shall be made by the Supplier in the way they handle or mark any Government information under this Contract until those changes have been specifically agreed by the Authority by means of a subsequent Variation.

6.3 Official Secrets Acts 1911 to 1989; section 182 of the Finance Act 1989

- 6.3.1 The Supplier shall comply with and shall ensure that its Staff comply with, the provisions of:
- 6.3.1.1 the Official Secrets Acts 1911 to 1989; and
 - 6.3.1.2 section 182 of the Finance Act 1989.

6.4 Freedom of Information

- 6.4.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- 6.4.2 The Supplier shall and shall procure that its Sub-Contractors shall:
- 6.4.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 6.4.2.2 provide the Customer with a copy of all Information relating to a Request for Information in its possession, or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
 - 6.4.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 6.4.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other contract whether the Commercially Sensitive Information and/or any other Information including Supplier's Confidential Information, is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 6.4.4 In no event shall the Supplier respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 6.4.5 The Supplier acknowledges that (notwithstanding the provisions of Clause 6.2) the Customer may, acting in accordance with the Ministry of Justice Codes, be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Contract Services:
- 6.4.5.1 in certain circumstances without consulting the Supplier; or
 - 6.4.5.2 following consultation with the Supplier and having taken the Supplier's views into account,
- provided always that where Clause 6.4.5 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 6.4.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with the provisions of the Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit the Customer on reasonable notice to inspect such records as requested from time to time.
- 6.4.7 The Supplier acknowledges that the Commercially Sensitive Information is of an indicative nature only and that the Customer may be obliged to disclose it in accordance with Clause 6.4.5.

6.5 Transparency

- 6.5.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 6.5.2 Notwithstanding any other term of the Contract, the Supplier hereby gives consent to the Customer to publish the Contract to the general public in its entirety (subject only to redaction of any information which is exempt from disclosure in accordance with the provisions of the FOIA), including any changes to the Contract agreed from time to time.
- 6.5.3 The Customer may consult with the Supplier to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.
- 6.5.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish the Contract.

7. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 7.1 The Supplier warrants, represents and undertakes to the Customer that:
 - 7.1.1 it has full capacity and authority and all necessary consents licences, permissions (statutory, regulatory, contractual or otherwise) to enter into and perform its obligations under the Contract;
 - 7.1.2 the Contract is executed by a duly authorised representative of the Supplier;
 - 7.1.3 in entering the Contract it has not committed any Fraud;
 - 7.1.4 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;
 - 7.1.5 all information, statements and representations contained in the Supplier's tender or other submission to the Customer for the award of the Contract Services are true, accurate and not misleading save as specifically disclosed in writing to the Customer prior to execution of the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
 - 7.1.6 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
 - 7.1.7 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
 - 7.1.8 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
 - 7.1.9 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of its knowledge, are threatened) for the winding up

of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;

- 7.1.10 it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the unauthorised use of, modification, access, introduction, creation or propagation of any disruptive element, virus, worms and/or Trojans, spyware or other malware into the computing environment (including the hardware, software and/or telecommunications networks or equipment), data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer; and
- 7.1.11 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract and shall maintain the same in full force and effect for so long as is necessary for the proper provision of the Contract Services.

7.2 The Supplier warrants, represents and undertakes to the Customer that:

- 7.2.1 it has read and fully understood the Letter of Appointment and these Call-Off Terms and is capable of performing the Contract Services in all respects in accordance with the Contract;
- 7.2.2 the Supplier and each of its Sub-Contractors has all staff, equipment and experience necessary for the proper performance of the Contract Services; and
- 7.2.3 it will at all times:
 - 7.2.3.1 perform its obligations under the Contract with all reasonable care, skill and diligence and in accordance with Good Industry Practice;
 - 7.2.3.2 comply with all the KPIs and meet or exceed the Service Levels;
 - 7.2.3.3 carry out the Contract Services within the timeframe agreed with the Customer; and
 - 7.2.3.4 without prejudice to its obligations under Clause 2.3 (Key Personnel), ensure to the satisfaction of the Customer that the Contract Services are provided and carried out by such appropriately qualified, skilled and experienced Suppliers and/or other Staff as shall be necessary for the proper performance of the Contract Services.

7.3 The Supplier shall promptly notify the Customer in writing:

- 7.3.1 of any material detrimental change in the financial standing and/or credit rating of the Supplier;
- 7.3.2 if the Supplier undergoes a Change of Control; and
- 7.3.3 provided this does not contravene any Law, of any circumstances suggesting that a Change of Control is planned or in contemplation.

7.4 For the avoidance of doubt, the fact that any provision within the Contract is expressed as a warranty shall not preclude any right of termination the Customer would have in respect of breach of that provision by the Supplier if that provision had not been so expressed.

7.5 The Supplier acknowledges and agrees that:

- 7.5.1 the warranties, representations and undertakings contained in the Contract are material and are designed to induce the Customer into entering into the Contract; and
- 7.5.2 the Customer has been induced into entering into the Contract and in doing so has relied upon the warranties, representations and undertakings contained in the Contract.

8. TERMINATION

8.1 Termination on Insolvency

- 8.1.1 The Customer may terminate the Contract with immediate effect by giving notice in writing to the Supplier if:
 - 8.1.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; or
 - 8.1.1.2 a shareholders', members' or partners' meeting is convened for the purpose of considering a resolution that the Supplier be wound up or a resolution for the winding-up of the Supplier is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 8.1.1.3 a petition is presented for the winding-up of the Supplier (which is not dismissed within five (5) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened in respect of the Supplier pursuant to section 98 of the Insolvency Act 1986; or
 - 8.1.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of the Supplier's business or assets; or
 - 8.1.1.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within ten (10) Working Days;
 - 8.1.1.6 an application is made in respect of the Supplier either for the appointment of an administrator or for an administration order and an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 8.1.1.7 if the Supplier is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - 8.1.1.8 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
 - 8.1.1.9 in the reasonable opinion of the Customer, there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:
 - (a) adversely impacts on the Supplier's ability to supply the Contract Services in accordance with the Contract; or

- (b) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Contract Services in accordance with the Contract; or
- 8.1.1.10 the Supplier demerges into two or more firms, merges with another firm, incorporates or otherwise changes its legal form and the new entity has or could reasonably be expected to have a materially less good financial standing or weaker credit rating than the Supplier; or
- 8.1.1.11 being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium in respect of the Supplier comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- 8.1.1.12 the Supplier being an individual dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
- 8.1.1.13 the Supplier being an individual or any partner or partners in the Supplier who together are able to exercise control of the Supplier where the Supplier is a firm shall at any time become bankrupt or shall have a receiving order or administration order made against him or them, or shall make any composition or arrangement with or for the benefit for his or their creditors, or shall make any conveyance or assignment for the benefit of his or their creditors, or shall purport to do any of these things, or appears or appear unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of section 268 of the Insolvency Act 1986, or he or they shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985, or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his or their estate(s) or a trust deed shall be granted by him or them on behalf of his or their creditors; or
- 8.1.1.14 any event similar to those listed in Clauses 8.1.1.1 to 8.1.1.13 occurs under the law of any other jurisdiction.

8.2 Termination on Material Breach, Persistent Failure or Grave Misconduct etc

- 8.2.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
 - 8.2.1.1 the Supplier commits a Material Breach and if:
 - (a) the Supplier has not within ten (10) Working Days or such other longer period as may be specified by the Customer, after issue of a written notice to the Supplier specifying the Material Breach and requesting it to be remedied:
 - (i) remedied the Material Breach; and
 - (ii) put in place measures to ensure that such Material Breach does not recur,
 - in each case to the satisfaction of the Customer; or
 - (b) the Material Breach is not, in the opinion of the Customer, capable of remedy; or

- 8.2.1.2 if a Persistent Failure has occurred; or
- 8.2.1.3 if Grave Misconduct has occurred; or
- 8.2.1.4 the Supplier breaches any of Clause 6.1 (Protection of Personal Data), Clause 6.2 (Confidentiality), Clause 6.3 (Official Secrets Acts 1911 to 1989), Clause 7 (Warranties, Representations and Undertakings), Clause 11 (Prevention of Bribery and Corruption), Clause 12 (Non Discrimination), Clause 13 (Prevention of Fraud) and Clause 14 (Transfer and Sub-Contracting); or
- 8.2.1.5 in the event of conviction for dishonesty of the Supplier (if an individual) or any one or more of the Supplier's directors, partners or members (if the Supplier is a firm or firms).

8.2.2 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within five (5) calendar days from the receipt of a such notice, the Supplier may terminate the Contract by ten (10) Working Days' written notice to the Customer.

8.3 Termination on Change of Control

- 8.3.1 The Customer may terminate the Contract by notice in writing with immediate effect within six (6) Months of:
 - 8.3.1.1 being notified in writing that a Change of Control has occurred or is planned or in contemplation; or
 - 8.3.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where the Customer's written consent to the continuation of the Contract was granted prior to the Change of Control.

8.4 Termination on Summary Notice

- 8.4.1 The Customer shall have the right to suspend the Contract with immediate effect at any time by giving written notice to the Supplier and to terminate the Contract with immediate effect by giving written notice to the Supplier at any time.

8.5 Termination of Framework Agreement

- 8.5.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.

8.6 Partial Termination

- 8.6.1 Where the Customer is entitled to terminate the Contract pursuant to this Clause 8, the Customer shall be entitled to terminate all or part of the Contract provided always that the parts of the Contract not terminated can operate effectively to deliver the intended purpose of the Contract or a part thereof.

9. CONSEQUENCES OF EXPIRY OR TERMINATION

- 9.1 Subject to Clause 9.2, where the Customer terminates the Contract pursuant to Clause 8 (Termination) and then makes other arrangements for the supply of the Contract Services:

- 9.1.1 the Customer may recover from the Supplier the cost reasonably incurred in making those other arrangements and any additional expenditure incurred by the Customer in securing the Contract Services in accordance with the requirements of the Contract;
- 9.1.2 the Customer shall take all reasonable steps to mitigate such additional expenditure; and
- 9.1.3 no further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements, whereupon the Customer shall be entitled to deduct an amount equal to the final cost of such other arrangements from the further payments then due to the Supplier.
- 9.2 Clause 9.1 shall not apply where the Customer terminates the Contract:
 - 9.2.1 solely pursuant to Clause 8.3 or Clause 8.4; or
 - 9.2.2 solely pursuant to Clause 8.5 if termination pursuant to Clause 8.5 occurs as a result of termination of the Framework Agreement pursuant to the provisions of clauses 24.6, 24.11, 24.12 or 24.13 of the Framework Agreement.
- 9.3 Where the Customer terminates the Contract under Clause 8.3 or 8.4, the Customer shall indemnify the Supplier against any reasonable and proven commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of the Contract, provided that the Supplier takes all reasonable steps to mitigate such loss. The Supplier shall submit a fully itemised and costed list, with supporting evidence, of losses reasonably and actually incurred by the Supplier. Where the Supplier holds insurance, the Supplier shall reduce its unavoidable costs by any insurance sums available.
- 9.4 On the termination of the Contract for any reason, the Supplier shall, at the request of the Customer and at the Supplier's cost:
 - 9.4.1 immediately return to the Customer all Confidential Information and the Customer's Personal Data in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Contract Services;
 - 9.4.2 except where the retention of Customer's Personal Data is required by Law or regulatory purposes, promptly destroy all copies of the Customer's Personal Data and provide written confirmation to the Customer that the data has been destroyed.
 - 9.4.3 immediately deliver to the Customer in good working order (but subject to allowance for reasonable wear and tear) all the property (including materials, documents, information and access keys but excluding real property and IPR) issued or made available to the Supplier by the Customer in connection with the Contract provided to the Supplier;
 - 9.4.4 vacate, and procure that the Supplier's Staff vacate, any premises of the Customer occupied for the purposes of providing the Contract Services;
 - 9.4.5 return to the Customer any sums prepaid in respect of the Contract Services not provided by the date of expiry or termination (howsoever arising); and
 - 9.4.6 promptly provide all information concerning the provision of the Contract Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Contract

Services have been provided or for the purpose of allowing the Customer or any replacement Supplier to conduct due diligence.

9.5 Not used

9.6 Save as otherwise expressly provided in the Contract:

9.6.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

9.6.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under the following Clauses: Clause 3 (Payment and Charges); Clause 4 (Limitations); Clause 5 (Intellectual Property Rights); Clause 6.1 (Protection of Personal Data); Clause 6.2 (Confidentiality); Clause 6.3 (Official Secrets Act); Clause 6.4 (Freedom of Information); Clause 11 (Prevention of Bribery and Corruption); Clause 13 (Prevention of Fraud); Clause 21 (Contracts (Rights of Third Parties) Act); Clause 23.1 (Governing Law and Jurisdiction) and, without limitation to the foregoing, any other provision of the Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of the Contract.

10. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

10.1 The Supplier shall not, and shall procure that its Sub-Contractors shall not, make any press announcements or publicise the Contract in any way without the Customer's prior written approval and shall take reasonable steps to ensure that the Supplier's Staff and professional advisors comply with this Clause 10. Any such press announcements or publicity proposed under this Clause 10 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information,

10.2 Subject to the rights in relation to Confidential Information and Commercially Sensitive Information, the Customer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Customer including any examination of the Contract by the Auditors.

10.3 The Supplier shall not do anything or permit to cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

11. PREVENTION OF BRIBERY AND CORRUPTION

11.1 The Supplier shall not:

11.1.1 offer or give, or agree to give, to any employee, agent, servant or representative of the Customer, any Contracting Body or any other public body or any person employed by or on behalf of the Customer any gift or other consideration of any kind which could act as an inducement or a reward for any act or failure to act in relation to the Contract; or

11.1.2 engage in, and shall procure that all the Supplier's Staff or any person acting on the Supplier's behalf shall not commit, in connection with the Contract, a Prohibited Act under the Bribery Act 2010, or any other relevant laws, statutes, regulations or codes in relation to bribery and anti-corruption.

- 11.2 The Supplier warrants, represents and undertakes that it has not:
- 11.2.1 paid commission or agreed to pay commission to the Customer, any Contracting Body or any other public body or any person employed by or on behalf of the Customer in connection with the Contract; and
 - 11.2.2 entered into the Contract with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Customer or any other public body or any person employed by or on behalf of the Customer in connection with the Contract, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Customer and the Authority before execution of the Contract.
- 11.3 The Supplier shall:
- 11.3.1 in relation to the Contract, act in accordance with the Ministry of Justice Guidance;
 - 11.3.2 immediately notify the Customer if it suspects or becomes aware of any breach of this Clause 11;
 - 11.3.3 respond promptly to any of the Customer's enquiries regarding any breach, potential breach or suspected breach of this Clause 11 and the Supplier shall co-operate with any investigation and allow the Customer to audit Supplier's books, records and any other relevant documentation in connection with the breach;
 - 11.3.4 if so required by the Customer, within twenty (20) Working Days of the commencement date of the Contract, and annually thereafter, certify to the Customer in writing of the compliance with this Clause 11 by the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Services in connection with the Contract. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and
 - 11.3.5 have, maintain and enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent the Supplier and any of the Supplier's Staff or any person acting on the Supplier's behalf from committing a Prohibited Act and shall enforce it where appropriate.
- 11.4 If the Supplier, any member of the Supplier's Staff or any person acting on the Supplier's behalf, in all cases whether or not acting with the Supplier's knowledge breaches:
- 11.4.1 this Clause 11; or
 - 11.4.2 the Bribery Act 2010 in relation to the Contract or any other contract with the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract,
- the Customer shall be entitled to terminate the Contract by written notice with immediate effect.
- 11.5 Without prejudice to its other rights and remedies under this Clause 11, the Customer shall be entitled to recover in full from the Supplier and the Supplier shall on demand indemnify the Customer in full from and against:
- 11.5.1 the amount of value of any such gift, consideration or commission; and

- 11.5.2 any other loss sustained by the Customer in consequence of any breach of this Clause 11.

12. NON-DISCRIMINATION

- 12.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).
- 12.2 The Supplier shall take all reasonable steps to secure the observance of Clause 12.1 by all the Supplier's Staff employed in the execution of the Contract.

13. PREVENTION OF FRAUD

- 13.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by the Supplier and any member of the Supplier's Staff.
- 13.2 The Supplier shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur save where complying with this provision would cause the Supplier or any member of the Supplier's Staff to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

13.3 If:

13.3.1 the Supplier breaches any of its obligations under Clause 13.1 and Clause 13.2; or

13.3.2 the Supplier or any member of the Supplier's Staff commits any Fraud in relation to the Contract or any other contract with the Customer or any other person,

the Customer may recover in full from the Supplier and the Supplier shall on demand indemnify the Customer in full against any and all losses sustained by the Customer in consequence of the relevant breach or commission of Fraud, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Contract Services and any additional expenditure incurred by the Customer in relation thereto.

14. TRANSFER AND SUB-CONTRACTING

- 14.1 The Supplier shall not assign, novate, enter into a Sub-Contract in respect of, or in any other way dispose of, the Contract or any part of it without the Customer's prior written consent. The Customer has consented to the engagement of any Sub-Contractors specifically identified in the Letter of Appointment.
- 14.2 The Supplier shall be responsible for all acts and omissions of its Sub-Contractors and those employed or engaged by the Sub-Contractors as though they are its own.
- 14.3 The Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- 14.3.1 any other Contracting Body; or
- 14.3.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or
- 14.3.3 any private sector body which substantially performs the functions of the Customer,

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.

- 14.4 Any change in the legal status of the Customer such that it ceases to be a Contracting Body shall not, subject to Clause 14.5, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Customer.
- 14.5 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to Clause 14.3 to a body which is not a Contracting Body or if there is a change in the legal status of the Customer such that it ceases to be a Contracting Body (in the remainder of this Clause any such body being referred to as a "**Transferee**"):
 - 14.5.1 the rights of termination of the Customer in Clause 8 shall be available to the Supplier in the event of, respectively, the bankruptcy or insolvency, or default of the Transferee; and
 - 14.5.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the previous consent in writing of the Supplier.
- 14.6 The Customer may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purposes and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- 14.7 For the purposes of Clause 14.5 each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

15. **WAIVER**

- 15.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 15.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 22.
- 15.3 A waiver by either Party of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

16. **CUMULATIVE REMEDIES**

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

17. FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of the Contract.

18. SEVERABILITY

- 18.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 18.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

19. SUPPLIER'S STATUS

At all times during the term of the Contract the Supplier shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

20. ENTIRE AGREEMENT

- 20.1 The Contract, together with a completed, signed and dated Framework Agreement and the other documents referred to in them constitute the entire agreement and understanding between the Parties in respect of the matters dealt with in them and supersede, cancel and nullify any previous agreement between the Parties in relation to such matters.
- 20.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract.
- 20.3 The Supplier acknowledges that it has:
- 20.3.1 entered into the Contract in reliance on its own due diligence alone; and
 - 20.3.2 received sufficient information required by it in order to determine whether it is able to provide the Contract Services in accordance with the terms of the Contract.
- 20.4 Nothing in Clauses 20.1 and 20.2 shall operate:
- 20.4.1 to exclude Fraud or fraudulent misrepresentation; or
 - 20.4.2 to limit the rights of the Customer pursuant to clause 31 of the Framework Agreement (Rights of Third Parties).
- 20.5 The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- 21.1 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, provided that this Clause 21.1 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 21.2 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of the Contract or any one or more Clauses of it.
- 21.3 Without prejudice to the Customer's rights as a Contracting Body under clause 31 of the Framework Agreement, the Supplier agrees that the Customer may enforce any of the provisions of the Framework Agreement referred to in clause 31.2 (with the exception of clauses 33 and 34 of the Framework Agreement) as if they were terms of the Contract (reading references in those provisions to Contracting Bodies and the Supplier as references to the Customer and the Supplier respectively).

22. NOTICES

- 22.1 Except as otherwise expressly provided in the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless given or made in writing by or on behalf of the Party sending the communication.
- 22.2 Any notice or other communication given or made by either Party to the other shall:
- 22.2.1 be given by letter (sent by hand, post or a recorded signed for delivery service), facsimile or electronic mail confirmed by letter; and
 - 22.2.2 unless the other Party acknowledges receipt of such communication at an earlier time, be deemed to have been given:
 - 22.2.2.1 if delivered personally, at the time of delivery;
 - 22.2.2.2 if sent by pre-paid post or a recorded signed for service two (2) Working Days after the day on which the letter was posted provided the relevant communication is not returned as undelivered;
 - 22.2.2.3 if sent by electronic mail, two (2) Working Days after posting of a confirmation letter; and
 - 22.2.2.4 if sent by facsimile, on the day of transmission if sent before 16:00 hours on any Working Day and otherwise at 9:00 hours on the next Working Day and provided that at time of transmission of the facsimile an error-free transmission report is received by the Party sending the communication.
- 22.3 For the purposes of Clause 22.2, the address, email address and fax number of each Party shall be the address, email address and fax number specified in the Letter of Appointment.
- 22.4 Either Party may change its address for service by serving a notice in accordance with this Clause 22.
- 22.5 For the avoidance of doubt, any notice given under the Contract shall not be validly served if sent by electronic mail (email) and not confirmed by a letter.

23. DISPUTES AND LAW

23.1 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the Laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Contract.

23.2 Dispute Resolution

23.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the level of representative of each Party specified in the Letter of Appointment.

23.2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

23.2.3 If the dispute cannot be resolved by the Parties pursuant to Clause 23.2.1, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 23.2.5 unless:

23.2.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or

23.2.3.2 the Supplier does not agree to mediation.

23.2.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier and the Supplier's Staff shall comply fully with the requirements of the Contract at all times.

23.2.5 The procedure for mediation is as follows:

23.2.5.1 a neutral adviser or mediator (the "**Contract Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Contract Mediator within ten (10) Working Days after a request by one Party to the other or if the Contract Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Contract Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the CEDR to appoint a Contract Mediator;

23.2.5.2 the Parties shall within ten (10) Working Days of the appointment of the Contract Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure;

23.2.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

- 23.2.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 23.2.5.5 failing agreement, either of the Parties may invite the Contract Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- 23.2.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Contract Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

UNCLASSIFIED

**ANNEX 1 – PART 1
SERVICE LEVELS**

NOT USED

UNCLASSIFIED

ANNEX 1 – PART 2

NOT USED