



Crown
Commercial
Service

**DEPARTMENT FOR COMMUNITIES AND LOCAL
GOVERNMENT**

- and -

BARNETT WADDINGHAM LLP

ANNEXES

relating to

**PROVISION OF AN ACTUARIAL ASSESSMENT OF THE
AUDIT COMMISSION PENSION SCHEME**

CCPF17A02

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase	means the Customer’s unique number relating to the supply of the

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Order Number”	Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 BASIS OF AGREEMENT

2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier

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on receipt by the Customer, within 2 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 2 years by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy

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of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the

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earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

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- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
 - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

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

9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

11.1 Subject to clause 11.2, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

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- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 12.

AND FOR THE PURPOSES OF THE FOREGOING, REFERENCES TO DISCLOSURE ON A CONFIDENTIAL BASIS SHALL MEAN DISCLOSURE SUBJECT TO A CONFIDENTIALITY AGREEMENT OR ARRANGEMENT CONTAINING TERMS NO LESS STRINGENT THAN THOSE PLACED ON THE CUSTOMER UNDER THIS CLAUSE 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 FREEDOM OF INFORMATION

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

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- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.
- 13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**
- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
- 13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
- 13.2.3 promptly notify the Customer of:
- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
 - (b) any request for personal data; and
- 13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 LIABILITY

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 TERMINATION

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

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- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 COMPLIANCE

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the

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Customer's premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred

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to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 NOTICES

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may

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from time to time notify to the other Party in accordance with this clause:

- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

ANNEX 2 – PRICE SCHEDULE

Employee Name	Number of Days on Requirement	Daily Rate	Charge (£)
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED
Total Annual Fixed Charge			7,805.00

All rates are exclusive of VAT and Inclusive of Expenses

Payment

Invoices for payment of the annual fee should be submitted to:

The Accounts Payable Team,
Department for Communities & Local Government,
Hertfordshire, HP2 4XN

Payment can only be made following satisfactory delivery of the report setting out the assessment of the ACPS liability.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work (including number of days taken) completed and the associated costs.

ANNEX 3 – STATEMENT OF REQUIREMENT

1. PURPOSE

- 1.1 To undertake an actuarial assessment of the Audit Commission pension scheme liability as at 31 March 2017 in line with International Accounting Standards 19.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Department for Communities and Local Government is a Ministerial Department. Its purpose is to create great places to live and work, and to give more power to local people to shape what happens in their area.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Audit Commission was an independent public corporation that existed between 1 April 1983 and 31 March 2015. The liability following the closure of the Audit Commission Pension Scheme now rests with DCLG and an actuarial assessment of the ACPS is required as at 31 March 2017 so the liability can be included in the Department's balance sheet.

4. DEFINITIONS

Expression or Acronym	Definition
ACPS	Means Audit Commission Pension Scheme
AC	Means Audit Commission
DCLG	Means Department for Communities and Local Government

5. SCOPE OF REQUIREMENT

- 5.1 An actuarial assessment of the ACPS liability as at 31 March 2017 is to be undertaken in line with International Accountings Standard 19. We would expect the successful provider to undertake an annual actuarial assessment of the ACPS liability as at 31 March each year. The contract will be awarded for an initial period of three years and the final actuarial assessment would be undertaken as at 31 March 2020. There is the potential to extend the agreement for a further 24 month period but this will be subject to internal DCLG funding and approval.

6. THE REQUIREMENT

- 6.1 The successful supplier will be expected to carry out an annual actuarial assessment in line with International Accounting Standards 19 and deliver a report in an appropriate format showing the outcome of the assessment.
- 6.2 The timing of the completion of the valuation report is critical in order to feed into the production of DCLG's Annual Report and Accounts, of which a strict timetable is adhered to.

7. KEY MILESTONES

7.1 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Data and information (Intellectual Property rights) to be provided to successful provider.	Within 5 working days of financial year end
2	Valuation completed and actuarial report provided to DCLG	By working day 9 after the end of the financial year (31 st March each year)

8. REPORTING

8.1 We would need the first actuarial assessment by no later than Thursday 13 April 2017. For future years assessments we would need the actuarial assessment no later than working day 9 after the end of the financial year (31st March each year).

9. VOLUMES

9.1 One assessment and report is required for each financial year for the duration of the contract.

10. CONTINUOUS IMPROVEMENT

10.1 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. QUALITY

11.1 The successful provider must be affiliated to the Institute and Faculty of Actuaries (IFoA) the Designated Professional Body (DPB) for the purposes of Regulated Activities

12. PRICE

12.1 The pricing schedule should provide a fixed annual cost containing the expected number of days required to undertake this work, the costs per day, and the expected number of staff who will work on this project.

12.2 Prices are to be submitted via Appendix E excluding VAT.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Authority requires the Supplier to provide a sufficient level of resource throughout the duration of the Audit Commission Pension Scheme liability assessment Contract in order to consistently deliver a quality service to all Parties.
- 13.2 The Supplier's staff assigned to the ACPS assessment Contract shall have the relevant qualifications and experience to deliver the Contract.
- 13.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

14. SERVICE LEVELS AND PERFORMANCE

- 14.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery timescales	The actuarial assessment report no later than working day 9 after the end of the financial year (31st March each year).	100%

- 14.2 In instances of poor supplier performance the terms and conditions of CCS Terms and Conditions of Contract for Services shall apply.

15. SECURITY REQUIREMENTS

- 15.1 None.

16. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 16.1 The successful applicant will be given the right to access data and information required to satisfy the terms of the contract for the duration of the contract. The Intellectual Property Rights pertaining to the data provided to the successful applicant in order for them to complete the report shall remain with DCLG.

17. PAYMENT

- 17.1 Invoices for payment of the annual fee should be submitted to The Accounts Payable Team, Department for Communities & Local Government, as per instructions on the purchase order Hertfordshire, HP2 4XN. DCLG will provide a purchase order number.
- 17.2 Payment can only be made following satisfactory delivery of the report setting out the assessment of the ACPS liability.
- 17.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work (including number of days taken) completed and the associated costs.

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18. LOCATION

- 18.1 The location of the Services will be carried out at the successful provider's office location.

ANNEX 4 – SUPPLIERS RESPONSE

(As provided within the e-Sourcing event)

Questionnaire 4 – Delivery/Experience

4.1 Please describe the processes you will put in place to ensure that you will meet the deadlines articulated within Appendix B – Statement of Requirements

Adam Poulson will take overall responsibility for this appointment and will personally ensure that we meet the deadlines set out in Appendix B – Statement of Requirements.

We understand that data and information will be provided to the successful provider within 5 working days of the financial year end. The accounting disclosure report will then need to be provided by working day 9 after the financial year end.

We have significant experience of providing accounting disclosures to companies with very tight deadlines. We successfully deliver over 1,000 accounting disclosures to our clients each year. In order to test our performance as a firm we operate a biannual client survey to gather feedback, with positive results. This is reflected in the results of our most recent client survey where 100% of respondents rated the overall service that we provide as good or excellent. Further details are provided below.

This gives us confidence that we will deliver to time to you. To ensure that we provide the accounting disclosure report to you within the required timescale, the following processes will be in place:

Data request

We will ensure that the request for the information that we require to produce the disclosures will be provided to the relevant parties at least 2 months before the year end. This will also enable us to flag any issues identified at the previous year end and put in place any revised processes or checks that are necessary.

We will state clearly the information that we would expect to be available before the year end and the information that will be provided after the year end has passed.

This will ensure the relevant parties, e.g. administrators and investment managers, have sufficient time to source the necessary information, and any questions can be cleared up long in advance of the information deadline.

We will confirm to the department via email once we have received all of the necessary information that we require to complete the disclosures.

In the first year, as the timeline is tight we would seek to engage with you immediately after engagement, on or around 27 March 2017. This will enable us to rapidly get up to speed with

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your detailed requirements and understand the extent, and limitations, of the available data. We envisage this being a two way process enabling you to learn more about the team and our working processes and practices.

Prepare calculations in advance

We will set up and check our calculation process in advance. This will enable us to efficiently populate and run our calculations when the required information is received. This ensures that we will not waste time between working day 5 when we will receive the data and working day 9 when the report will be delivered to DCLG.

Taskstream – internal deadlines

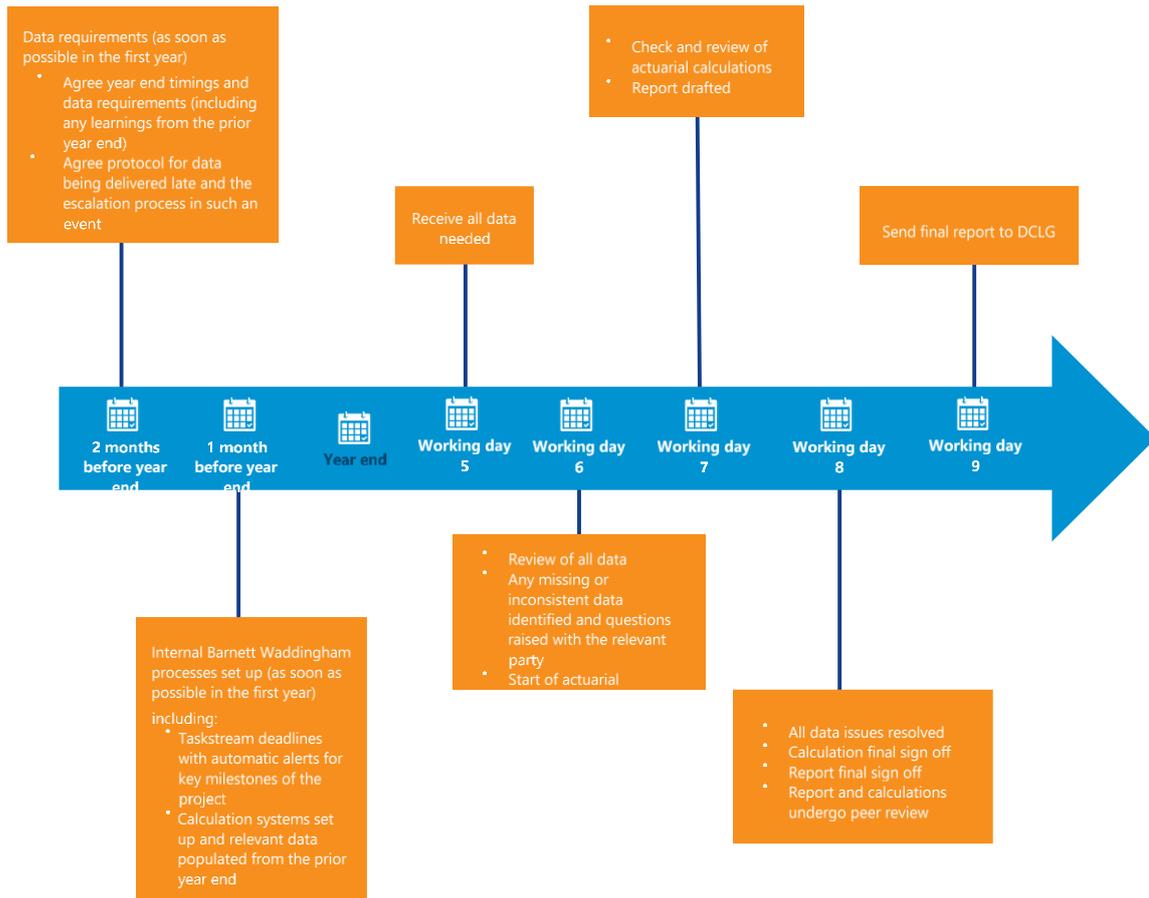
As part of our quality management system, we operate a computerised work logging system – Taskstream – which enables us to monitor work flow and ensure that all work is appropriately prioritised and completed within the agreed target turnaround times. We will set internal deadlines for the various stages of the process, all of which will be visible to the team working on the disclosures.

Standard reports

Our systems produce a standard set of accounting disclosures that satisfy the requirements of IAS19. This significantly improves efficiency, as we do not need to draft a report from scratch, and greatly assists us in meeting very tight accounting deadlines.

Detailed time line

Set out on the following page is a timeline showing how we would expect the year end process to work:



Client survey

We operate a biannual client survey to gather feedback on the performance of the firm as a whole, with positive results. The survey allows us to measure performance against previous results and ensure that we deliver on our objective to provide an outstanding level of service at all times, to all clients.



The survey allows us to measure performance against previous results and ensure that we deliver on our objective to provide an outstanding level of service at all times, to all clients.

[FIND OUT MORE >](#)

Our most recent survey results in 2016 are:

- **100%** rated the overall service that we provide as **good** or **excellent**

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- **99%** rated us as **good** or **excellent** at responding to and resolving issues raised
- **98%** feel that we are **good** at providing relevant advice, tailored to their requirements
- **97%** described the client focus of our consultants as **good** or **excellent**
- **93%** feel that we are **good** or **excellent** at keeping them informed of any changes
- **89%** feel that we are **good** or **excellent** at providing value for money

All feedback received is passed on to client teams who use it to amend, develop and evolve our services and service delivery to ensure that we always meet your needs.

Quality

Our aim is to provide a high quality professional service. This is important to us and the Partnership is determined to maintain the excellent reputation we have built up by our quality service. Providing a quality service is a key part of our core values.

***“Quality applies to all the advice we provide, the way we present ourselves and our advice as well as how we communicate with each other and the outside world.
Maintaining a high
quality service means that we will continue to attract new clients, retain existing clients and gain greater satisfaction from our work. “***

Our quality assurance methodology derives principally from our thorough training programme, detailed checking procedures and an ongoing strategy of investment in systems and review of procedures.

We are committed to training our technical/professional staff who are encouraged to study towards professional and other qualifications such as the Institute and Faculty of Actuaries, the Advanced Financial Planning Certificate and Pensions Management Institute qualifications as appropriate to their work.

Our actuarial work is subject to a peer review policy formulated by our Professional, Risk and Compliance Committee. Under the peer review policy, items of work are reviewed by a person of an appropriate senior level who has not been involved in the preparation of the advice to check that the advice has fully answered the mandate in an appropriate manner. This is an important independent cross-check of advice. All arithmetic and calculations are fully checked by a member of staff not responsible for producing the original work. We also carry out a variety of reasonableness checks to ensure the accuracy of all our results.

We have a fully integrated workflow monitoring system named Taskstream. This is integrated within our billing and management system, ensuring accurate recording of work in progress and enabling us to monitor work to ensure on time delivery. In that regard, we are happy to work to the timeframes required by our clients, and can allocate more resources when necessary.

The success of our quality assurance programme through effective training and work processes is evidenced by the fact that most of our work is obtained by direct reference from existing clients; our reputation is extremely valuable to us and our high quality services are extremely valuable to our clients.

4.2 Outline your organisation's experience of working with other Government Departments and how this will help deliver the requirement

Barnett Waddingham is a leading provider of actuarial and Fund Actuary services to Local Government Pension Scheme (LGPS) Funds.

We currently advise the following LGPS Funds:

- | | |
|---|---------------------------------------|
| 1. Buckinghamshire County Council | 13. Royal County of Berkshire Pension |
| 2. City of Westminster Fund | 14. Scottish Borders Council |
| 3. Devon County Council | 15. Somerset County Council |
| 4. Dorset County Council | 16. The City of London Corporation |
| 5. Dundee City Council | 17. The London Borough of Hammersmith |
| 6. Essex County Council | 18. The London Borough of Hounslow |
| 7. Kent County Council & Fulham | 19. The London Borough of Merton |
| 8. London Pensions Fund Authority | 20. The London Borough of Newham |
| 9. Nottinghamshire County Council | 21. The London Borough of Sutton |
| 10. Oxfordshire County Council | 22. The London Borough of Wandsworth |
| & | |
| 11. Royal Borough of Greenwich | Richmond |
| 12. Royal Borough of Kensington & Chelsea | 23. West Midlands Pension Fund |

In providing consultancy to these funds we regularly deal with the following Government departments:

- Department for Communities and Local Government (regulators of the LGPS for England & Wales)
- The Home Office (regulators of the Police and Fire Schemes)
- Scottish Public Pensions Agency (regulators for all Scottish public sector schemes)
- Local Government Association (provides support to all Local Authorities in the UK)
- Government Actuary's Department

- Cabinet Office (Civil Service Pension Schemes)
- Criminal Justice Department
- Department of Work and Pensions
- The Environment Agency

We are therefore very used to the requirements of Government departments and this will help us to deliver your requirements. In particular we recognise the need to:

- Work efficiently and to fixed fees, given the increasing constraint on department budgets in recent years.
- Work to department timescales so that internal department deadlines can be met.
- **Provide expertise.** We are experts in our field and are happy to provide answers to adhoc questions and discuss any wider pension related issues the Department may have at no extra cost. In particular, we have detailed knowledge of the Principal Civil Service Sector Scheme from which the ACPS was originally split along with all other public sector pension schemes.
- **Keeping you informed.** We will keep you informed on our project progress. On larger and more complex projects we are able to provide Departments with access to our Taskstream project management system so progress against agreed targets can be monitored in real time, and working with their tight timescales.

This experience will help us to work hand in hand with you to ensure that your requirements are fully met.

4.3 Please outline the structure of your proposed delivery team. This should include as a minimum your key personnel's background, knowledge and qualifications supporting this contract

Redacted will be your Lead Adviser responsible for the service provided by Barnett Waddingham and accountable for the delivery to you. He will maintain a close personal involvement at all times and in all aspects of the advice. Redacted will ensure that our advice is provided to DCLG on time and in a cost-effective manner.

Redacted will be assisted by Redacted and Redacted who will undertake the majority of the calculation and drafting work.

Redacted will provide independent peer review of the process and final report.

We have put together a highly experienced team to support the DCLG in this project:

REDACTED

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Redacted has developed particular expertise advising companies on reducing risk and cost in their defined benefit and has helped many companies implement risk reduction strategies.

Redacted extensive experience and pragmatic approach have resulted in him becoming a trusted adviser to UK and overseas companies in need of clear pensions advice.

Significant experience:

- funding and strategy related advice to a number of clients across a range of scheme sizes and industries, including LGPS and the Pensions Trust
- provide pension accounting disclosures and related advice to private and public sector organisations with pension liabilities ranging from £10m to over £10bn
- design and implementation of liability and risk reduction exercises including pension increase exchanges and transfers at retirement
- advised on over 50 transactions involving pension liabilities on both the buy-side and sell-side including major UK telecom deals with £1 billion plus pension obligations

Redacted graduated from Cambridge University with a degree in Mathematics in 1995 and qualified as a Fellow of the Institute and Faculty of Actuaries in 2001. Redacted joined Barnett Waddingham in 2016 in order to head up the Corporate Consulting practice in the North having previously held senior roles at EY and Willis Towers Watson. Outside work is an active member of Ilkley and District Round Table raising over £50,000 a year for local good causes.

Redacted

Redacted is Scheme Actuary to a number of pension schemes and advises a range of UK businesses and trustee bodies on DB Pension issues including scheme funding, benefit design, and risk management.

He has a particular focus on the not-for-profit sector, and heads up our services for employers participating in public service schemes.

His commercial focus and communication skills ensure his clients understand the relevant dynamics of their pensions responsibilities – whether advising a small employer who has had little previous pensions advice, or an experienced trustee board on an unusual issue.

Redacted is a member of the firm's Management Board, and is responsible for our online funding modelling tool, Illuminate.

Significant experience:

- brought in to advise the Environment Agency on a £1 billion public sector outsourcing contract – to give a commercial focus to the bid team, and ensure the pensions deal agreed with the bidders was in all parties' interests

- Scheme Actuary to a range of schemes – from single employer schemes with a few million pounds of assets to a large multi-employer (70+) scheme; including schemes that are open, closed, and in the PPF
- advised a number of schools and housing associations about their participation in The Pensions Trust
- provided advice to the Local Government Association regarding the actuarial assumptions proposed by the Government Actuaries' Department, for use in the actuarial valuations of the Teachers' Pension Scheme and the Firefighters' Pension Scheme

Redacted graduated from Oxford University with a degree in Mathematics and joined Barnett Waddingham in 1995. Paul qualified as a Fellow of the Institute and Faculty of Actuaries in 2001 and was made a partner at Barnett Waddingham in 2004.

Redacted

Actuarial (Public sector specialist)

Redacted works as a supporting actuary on a variety of DB schemes and has experience on a range of public sector outsourcing issues.

She is involved in the day-to-day actuarial work for a number of schemes as well as working with companies involved in outsourcing from the Government. Heather's clients represent a range of businesses and not-for-profit organisations.

Significant experience:

- scheme funding and the associated work such as establishing recovery plans
- employer advice regarding reduction of PPF levies
- advising companies on their accounting disclosures under tight timescales
- assistance with setting up broadly comparable pension arrangements under New Fair Deal
- advice for contractors regarding the volatility and risks associated with participation in the LGPS

Redacted graduated from Keele University with a first class honours degree in Mathematics in 2008. She joined Barnett Waddingham's pensions actuarial department later that year and qualified as a Fellow of the Institute and Faculty of Actuaries in 2013.

Redacted Actuary

Redacted has experience of a wide range of issues affecting pension schemes and his personal approach combined with a proactive attitude has helped him to become a trusted consultant to a wide range of UK and multi-national businesses.

He has developed particular expertise on PPF levy issues, and has worked directly

with the PPF on a number of projects. He has helped many businesses to significantly reduce their levy costs through improvements in their assessed insolvency rating and other options available to them.

Significant experience

- client account manager for schemes varying in size from £2m to £60m
- reduced the PPF levies for his clients through a variety of improvements to their insolvency risk rating including advice on the transition to the new bespoke insolvency risk model
- provided advice on bulk annuity transactions and de-risking options

Redacted graduated from Durham University in 2011 with a first class Master's degree in Mathematics and Physics, and joined Barnett Waddingham in 2012. He qualified as a Fellow of the Institute and Faculty of Actuaries in 2016. He is also qualified as a Chartered Enterprise Risk Actuary (CERA).

4.4 Please provide full details on how this contract will be managed and administered

Project management

The project to produce your IAS19 requires a high level of input over a 5 day period, from working day 5 when we shall receive the data, to working day 9 when we shall provide you with the final disclosure report.

As mentioned in our answer to question 4.1, we will use our integrated workflow monitoring system (Taskstream) which will ensure accurate recording of work in progress and enabling us to monitor work to ensure on time delivery.

The team set out in the answer to question 4.3 will undertake the work required for this contract and will be overseen by Redacted who will sign out the final report.

We have significant experience in managing the process for producing accounting disclosures from start to finish and working with Government departments. This involves agreeing with the relevant parties a timetable at the outset, ensuring data is collected from the administrators and investment managers, conference calls are arranged with relevant representatives as required and disclosures are produced within the required timescale.

Process

We have developed an efficient and streamlined approach to producing accounting disclosures. Our process will involve setting up a spreadsheet to calculate the figures use to

produce your disclosures. Once the calculations have been produced the disclosure report will be automatically generated before being finalised and peer reviewed.

This process reduces the chance of errors and enables us to produce full disclosure reports within tight timescales.

Peer review

The team will be supported by a shadow partner, Redacted. Redacted has over 20 years' experience in the pensions industry throughout which he has been advising corporate and trustee clients on actuarial and related matters. Although not directly involved in day to day work, Redacted will liaise with the team on a regular basis to keep abreast of client issues and review the nature of the advice being provided. The benefits of this are that Redacted can give another dimension to the advice and also be available to step in should Redacted be unavailable for whatever reason.

ANNEX 5 – CLARIFICATIONS

Ref	Clarification Question	Response	Date Issued
1	Is the year-end accounting valuation completed using full membership data, or by an approximate roll-forward of previous results?	We can confirm that the year-end accounting valuation is completed using full membership data.	7 th March 2017

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

Not Applicable

ANNEX 7 – CHANGE CONTROL FORMS

**Contract Management Guidance – Template #10
CHANGE CONTROL FORM- General – v. 4**

Contract Name:

Contract Ref. No.

[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance]

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change

Management Process

Change Control Process map:

CUSTOMER CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:	<i>[name/ job title/ organisation]</i>	CCN Reference:	<i>[unique ref. No., as recorded in Change Control Register]</i>
Source of change:	<i>[Customer/ CCS/ Supplier]</i>	Date CCN Raised by relevant party:	
STAGE 1 - CUSTOMER	<p>This is a variation to the contract between the <i>[insert authority]</i> and <i>[insert supplier]</i>.</p> <p>The Terms and Conditions of the Contract apply but with the following amendments:</p> <p>Reason for change: <i>[change in customer requirements; savings initiative; change in law/ regulations etc]</i></p>		
Summary of proposals/ requirements			
Proposed payment:	<i>[lump sum/ ongoing payments]</i>		
Required delivery date, with rationale:	<i>[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]</i>		
Change authorised to proceed to Stage 2 (Customer organisation representative)			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative):			
	Signature	Print Name & Position	Date
STAGE 2 – SUPPLIER			

Comments/ Caveats on requested change		<i>[e.g. proposed implementation route; conditions of delivery]</i>	
CAPITAL / IMPLEMENTATION COST			
Labour			
Materials			
Other Costs			
TOTAL:			
REVENUE COSTS (per annum)			
	Contract Base Rate	Current Contract Rate	
Breakdown			
TOTAL			
<u>ABORTIVE COSTS:</u>	<i>[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)</i>		
<i>NB: Any abortive costs to be discussed with the customer before being incurred</i>			

Anticipated period from CCN being authorised by customer to start of related provision

Anticipated implementation period, if any

Signed (**Supplier Representative**)

:

Print Name & Position:

Date:

Change authorised to proceed to Stage 4 (CCS):

Signature

Print Name & Position

Date

STAGE 3 - CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on or don't agree with the supplier's proposals for CCN implementation.]

Clarifications/ queries to supplier regarding their proposals:

Date:

Supplier Response

Date:

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STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

CCN Withdrawn:

By signing below, unless CCN is withdrawn, *the [Customer / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract.

Signed
(**Customer
Representative**)

Print Name & Position

Date:

Change
authorised to
proceed to
implementation
(**CCS**):

Signature

Print Name & Position

Date:

STAGE 5 - CCN COMPLETION SIGN-OFF

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been
completed/ provision
required under the CCN
commenced:

Date Signed
by Customer:

Signed
(**Customer
representative**)

Print Name &
Position

**Contract Management Guidance – Template #10
CHANGE CONTROL FORM- Extensions – v. 5**

Contract Name:	XXXX	Contract Ref. No.	XXXX [Insert CCN Change Number]
-----------------------	------	--------------------------	------------------------------------

[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.]

Before progressing the change from stage to stage always make sure that representatives signing the change on behalf of the customer, supplier and CCS have the authority to approve the scope and cost of the relevant change. Refer to CM Standards Change Control stage for further guidance

[Guidance on how to fill in specific stages or the wording to be added in relation to each specific contract is put in square brackets and in Italics throughout the document]



Change

Change Control Process map: Management Process

CLIENT CHANGE NOTICE (CCN)

[insert summary of contractual provision/ process agreed with the supplier for contractual change control]

Initiated by:	<i>[name/ job title/ organisation]</i>	CCN Reference:	<i>[unique ref. No., as recorded in Change Control Register]</i>
Source of change:	<i>[Customer/ CCS/ Supplier]</i>	Date CCN Raised by relevant party:	

STAGE 1 - CLIENT

Summary of proposals/ requirements :	Further to the current contract expiry date of [insert date] the [insert contracting authority name] wishes to take up the option of a [insert extensions duration] extension to [insert new expiry date] as per the [Contract/ Agreement/ Call off] . The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.		
Proposed payment:	In line with the Terms and Conditions of Contract		
Required delivery date, with rationale:	[Contract current expiry date]		
Change authorised to proceed to Stage 2 (Customer organisation representative):	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative)	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Signature	Print Name & Position	Date
<u>STAGE 2 – SUPPLIER</u>			
Comments/ caveats on requested change:	[e.g. proposed implementation route; conditions of delivery]		
ABORTIVE COSTS :	[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]		
NB: Any abortive costs to be discussed with the client before being incurred			

Anticipated period from CCN being authorised by client to start of related provision

[Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation

Signed (Supplier Representative):

Print Name & Position:

Date:

STAGE 3 – CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on- or don't agree with the supplier's proposals for CCN implementation.]

Clarification/ queries to
to supplier regarding
their proposals:

Date:

Supplier response

Date:

STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

Variation Withdrawn

[Yes/No]

By signing below, unless CCN is withdrawn, the [Client / Authority, as defined in the contract] agrees to pay the [Supplier/ Contractor, as defined in the contract] the costs detailed in Stage 2, by deadlines agreed with the supplier.

Signed
(Customer
Representative)

Signature

Print Name & Position

Date

Change
authorised to
proceed to
implementation
(CCS):

Signature

Print Name & Position

Date

STAGE 5 - CCN COMPLETION SIGN-OFF

[This section doesn't need to be filled in, if the extension is granted on the same terms and based on same rates as the original contract]

I confirm that the **[works have been completed/ provision required under the CCN commenced]** in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been
completed/ provision
required under the CCN
commenced:

Date Signed
by Customer:

Signed
(Customer
representative):

Print Name &
Position