



Crown  
Commercial  
Service

**UK GOVERNMENT INVESTEMENTS LTD**

**- and -**

**CITIGATE DEWE ROGERSON LTD**

**SCHEDULES**

**Relating to**

**THE PROVISION OF PUBLIC RELATIONS SERVICES**

**CCCO17A06**

## CONTENTS

<b>SCHEDULE 1 – DEFINITIONS</b> .....	
<b>SCHEDULE 2 - SERVICE REQUIREMENTS</b> .....	44
<b>2.1 SERVICES DESCRIPTION</b> .....	44
<b>SCHEDULE 3 - AUTHORITY RESPONSIBILITIES</b> .....	50
<b>SCHEDULE 4 – SUPPLIER MATTERS</b> .....	51
<b>4.1 SUPPLIER SOLUTION</b> .....	51
<b>SCHEDULE 7 - FINANCIAL MATTERS</b> .....	59
<b>7.1 CHARGING AND INVOICING</b> .....	59
<b>SCHEDULE 8 – GOVERNANCE</b> .....	63
<b>8.2 CHANGE CONTROL PROCEDURE</b> .....	63
<b>SCHEDULE 9 – EMPLOYMENT N/A</b> .....	71
<b>SCHEDULE 10 – GUARANTEE N/A</b> .....	72
<b>SCHEDULE 9 – EMPLOYMENT – N/A</b> .....	
<b>SCHEDULE 10 – GUARANTEE - N/A</b> .....	

---

OFFICIAL

## SCHEDULE 1 – DEFINITIONS

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below.

**“Achieve”**

- (a) in respect of a Test, to successfully pass a Test without any Test Issues; and
- (b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule 6.2 (*Testing Procedures*),

and **“Achieved”** and **“Achievement”** shall be construed accordingly;

**“Acquired Rights Directive”**

the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

**“Affected Party”**

the Party seeking to claim relief in respect of a Force Majeure Event;

**“Affiliate”**

in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

**“Allowable Assumptions”**

the assumptions set out in Annex 5 of Schedule 7.1 (*Charges and Invoicing*);

**“Allowable Price”**

in relation to the Retained Deliverables relating to a CPP Milestone, if any, an amount determined in accordance with the formula:

$$A - B$$

where:

- (a) A is an amount equal to the Costs incurred by the Supplier in providing or developing the relevant Retained Deliverables as reflected in the Financial Model together with an amount equal to the Anticipated Contract Life Profit Margin thereon; and
- (b) B is an amount equal to the Allowable Price Adjustment relating to the relevant Retained Deliverables, if any, or if there is no such Allowable Price Adjustment, zero,

	provided that the Allowable Price for any Retained Deliverables shall in no circumstances exceed the aggregate amount of the Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone;
<b>“Allowable Price Adjustment”</b>	has the meaning given in Clause 34.8(c) ( <i>Payments by the Supplier</i> );
<b>“Annual Contract Report”</b>	has the meaning given in Schedule 7.5 ( <i>Financial Reports and Audit Rights</i> );
<b>“Anticipated Contract Life Profit Margin”</b>	has the meaning given in Schedule 7.1 ( <i>Charges and Invoicing</i> );
<b>“Approved Sub-Licensee”</b>	any of the following:  (a) a Central Government Body;  (b) any third party providing services to a Central Government Body; and/or  (c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority;
<b>“Assets”</b>	all assets and rights used by the Supplier to provide the Services in accordance with this Agreement but excluding the Authority Assets;
<b>“ATP Milestone”</b>	the Milestone linked to Authority to Proceed for the relevant Operational Services set out in the Implementation Plan;
<b>“Audit”</b>	any exercise by the Authority of its Audit Rights pursuant to Clause 12 ( <i>Records, Reports, Audit and Open Book Data</i> ) and Schedule 7.5 ( <i>Financial Reports and Audit Rights</i> );
<b>“Audit Agents”</b>	(a) the Authority’s internal and external auditors; (b) the Authority’s statutory or regulatory auditors;

- (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- (d) HM Treasury or the Cabinet Office;
- (e) any party formally appointed by the Authority to carry out audit or similar review functions; and
- (f) successors or assigns of any of the above;

**“Audit Rights”**

the audit and access rights referred to in Schedule 7.5 (*Financial Reports and Audit Rights*);

**“Authority Assets”**

the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;

**“Authority Background IPRs”**

- (a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures;
- (b) IPRs created by the Authority independently of this Agreement; and/or
- (c) Crown Copyright which is not available to the Supplier otherwise than under this Agreement;

but excluding IPRs owned by the Authority subsisting in the Authority Software;

**“Authority Cause”**

any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is:

- (a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or
- (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;

**“Authority Data”**

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up

of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

- (i) supplied to the Supplier by or on behalf of the Authority; and/or
- (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or

(b) any Personal Data for which the Authority is the Data Controller;

**“Authority IT Strategy”**

the Authority's IT policy in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Change Control Procedure;

**“Authority Materials”**

the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:

- (a) are owned or used by or on behalf of the Authority; and
- (b) are or may be used in connection with the provision or receipt of the Services,

but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software;

**“Authority Premises”**

premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them);

**“Authority Representative”**

the representative appointed by the Authority pursuant to Clause 11.4 (*Representatives*);

**“Authority Requirements”**

the requirements of the Authority set out in Schedules 2.1 (*Services Description*), 2.2 (*Performance Indicators*), 2.3 (*Standards*), 2.4 (*Security Management*), 2.5 (*Insurance Requirements*), 6.1 (*Implementation Plan*), 8.4 (*Reports and Records Provisions*), 8.5 (*Exit*

*Management) and 8.6 (Business Continuity and Disaster Recovery);*

**“Authority Responsibilities”**

the responsibilities of the Authority specified in Schedule 3 (*Authority Responsibilities*);

**“Authority Software”**

software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purposes of providing the Services;

**“Authority System”**

the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Agreement which is owned by the Authority or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services;

**“Authority to Proceed” or “ATP”**

the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone;

**“Balanced Scorecard Report”**

has the meaning given in Paragraph 1.1(b) of Part B of Schedule 2.2 (*Performance Levels*);

**“Baseline Security Requirements”**

the Authority's baseline security requirements, the current copy of which is contained in Annex 1 of Schedule 2.4 (*Security Management*), as updated from time to time by the Authority and notified to the Supplier;

**“BCDR Plan”**

any plan prepared pursuant to Paragraph 2 of Schedule 8.6 (*Business Continuity and Disaster Recovery*), as may be amended from time to time;

**“BCDR Services”**

the business continuity and disaster recovery services set out in Schedule 8.6 (*Business Continuity and Disaster Recovery*);

**“Breakage Costs Payment”**

has the meaning given in Schedule 7.2 (*Payments on Termination*);

**“Central Government Body”**

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;

**“Certificate of Costs”**

has the meaning given in Schedule 7.1 (*Charges and Invoicing*);

**“Change”**

any change to this Agreement;

**“Change Authorisation Note”**

a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of Schedule 8.2 (*Change Control Procedure*);

**“Change Control Procedure”**

the procedure for changing this Agreement set out in Schedule 8.2 (*Change Control Procedure*);

**“Change in Law”**

any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;

**“Change Request”**

a written request for a Contract Change substantially in the form of Annex 1 of Schedule 8.2 (*Change Control Procedure*);

**“Charges”**

the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 7.1 (*Charges and Invoicing*), including any Milestone Payment or Service Charge;

**“Commercially Sensitive Information”**

the information listed in Schedule 4.2 (*Commercially Sensitive Information*) comprising the information of a commercially sensitive nature relating to –

- (a) the pricing of the Services;
- (b) details of the Supplier’s IPRs; and
- (c) the Supplier’s business and investment plans;



- “Comparable Supply”** 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;  
the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
- 1.1 **“Compensation for Unacceptable KPI has the meaning given in Failure” Clause 7.4(a) (Unacceptable KPI Failure);**
- “Compensation Payment”** has the meaning given in Schedule 7.2 (*Payments on Termination*);
- “Condition Precedent”** has the meaning given in Clause 4.2 (*Condition Precedent*);
- “Confidential Information”** (a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:
- (i) the Disclosing Party Group; or
  - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;
- (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Agreement;
- (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and (d) Information derived from any of the above, but not including any Information which:

- (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
- (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;
- (iv) was independently developed without access to the Confidential Information; or (v) relates to the Supplier's:
  - 1. performance under this Agreement; or
  - 2. failure to pay any Sub-contractor as required pursuant to Clause 15.11(a) (*Supply Chain Protection*);

**“Contract Change”**

any change to this Agreement other than an Operational Change;

**“Contract Inception Report”**

the initial financial model in a form agreed by the Supplier and the Authority in writing on or before the Effective Date;

**“Contract Year”**

- (a) a period of 12 months commencing on the Effective Date; or
- (b) thereafter a period of 12 months commencing on each anniversary of the Effective Date;

provided that the final Contract Year shall end on the expiry or termination of the Term;

---

<b>“Control”</b>	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and <b>“Controls”</b> and <b>“Controlled”</b> shall be interpreted accordingly;
<b>“Costs”</b>	has the meaning given in Schedule 7.1 ( <i>Charges and Invoicing</i> );
<b>“CPP Milestone”</b>	a contract performance point as set out in the Implementation Plan, being the Milestone at which the Supplier has demonstrated that the Supplier Solution or relevant Service is working satisfactorily in its operating environment in accordance with Schedule 6.2 ( <i>Testing Procedures</i> );
<b>“Critical Performance Failure”</b>	(a) the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;
<b>“CRTPA”</b>	the Contracts (Rights of Third Parties) Act 1999;
<b>“Data Controller”</b>	has the meaning given in the DPA;
<b>“Data Processor”</b>	has the meaning given in the DPA;
<b>“Data Subject”</b>	has the meaning given in the DPA;
<b>“Data Subject Access Request”</b>	a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
<b>“Deductions”</b>	all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Agreement;

---

**“Default”**

any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:

- (a) in the case of the Authority, of its employees, servants, agents; or
- (b) in the case of the Supplier, of its Subcontractors or any Supplier Personnel,

in connection with or in relation to the subjectmatter of this Agreement and in respect of which such Party is liable to the other;

**“Defect”**

- (a) any error, damage or defect in the manufacturing of a Deliverable; or
- (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
- (c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or
- (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;

**“Delay”**

- (a) a delay in the Achievement of a Milestone by its Milestone Date; or
- (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;

---

<b>“Delay Deduction Period”</b>	the period of 100 days commencing on the relevant Milestone Date;
<b>“Delay Payments”</b>	the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in Schedule 7.1 ( <i>Charges and Invoicing</i> );
<b>“Deliverable”</b>	an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement;
<b>“Detailed Implementation Plan”</b>	the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule 6.1 ( <i>Implementation Plan</i> );
<b>“Disclosing Party”</b>	has the meaning given in Clause 21.1 ( <i>Confidentiality</i> );
<b>“Disclosing Party Group”</b>	(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and (b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Supplier interacts in connection with this Agreement;
<b>“Dispute”</b>	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
<b>“Dispute Notice”</b>	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
<b>“Dispute Resolution Procedure”</b>	the dispute resolution procedure set out in Schedule 8.3 ( <i>Dispute Resolution Procedure</i> );
<b>“Documentation”</b>	descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build

information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:

- (a) is required to be supplied by the Supplier to the Authority under this Agreement;
- (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;
- (c) is required by the Supplier in order to provide the Services; and/or
- (d) has been or shall be generated for the purpose of providing the Services;

**“DOTAS”**

the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

**“DPA”**

the Data Protection Act 1998 and any other applicable Laws relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or a relevant Central Government Body in relation to such Laws;

**“Due Diligence Information”**

any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;

**“Effective Date”**

the later of:

- (a) the date on which this Agreement is signed by both Parties; and
- (b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 4.2 (Condition Precedent);

**“EIRs”**

the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;

**“Emergency Maintenance”**

ad hoc and unplanned maintenance provided by the Supplier where:

- (a) the Authority reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or
- (b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;

---

**“Employee Liabilities”**

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**“Employment Regulations”**

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

**“Estimated Year 1 Charges”**

the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model;

**“Estimated Initial Service Charges”** the estimated Service Charges payable by the Authority during the period of 12 months from the first Operational Service Commencement Date, as set out in the Financial Model;

**“Euro Compliant”**

means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Authority’s business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):

- (a) be able to perform all such functions in any number of currencies and/or in euros;
- (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;
- (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;
- (d) incorporate protocols for dealing with rounding and currency conversion;
- (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and
- (f) permit the input of data in euro and display an outcome in euro where such data, supporting the Authority’s normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;

---

<b>“Exit Management”</b>	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 8.5 ( <i>Exit Management</i> );
<b>“Exit Plan”</b>	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 8.5 ( <i>Exit Management</i> );
<b>“Expedited Dispute Timetable”</b>	the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 8.3 ( <i>Dispute Resolution Procedure</i> );
<b>“Expert”</b>	has the meaning given in Schedule 8.3 ( <i>Dispute Resolution Procedure</i> );
<b>“Expert Determination”</b>	the process described in Paragraph 6 of Schedule 8.3 ( <i>Dispute Resolution Procedure</i> );
<b>“Extension Period”</b>	a period of 6 months from the end of the Initial Term;
<b>“Financial Distress Event”</b>	the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 7.4 ( <i>Financial Distress</i> );
<b>“Financial Distress Service Continuity Plan”</b>	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Agreement in the event that a Financial Distress Event occurs;
<b>“Financial Model”</b>	has the meaning given in Schedule 7.5 ( <i>Financial Reports and Audit Rights</i> );
<b>“Financial Reports”</b>	has the meaning given in Schedule 7.5 ( <i>Financial Reports and Audit Rights</i> );
<b>“Financial Transparency Objectives”</b>	has the meaning given in Schedule 7.5 ( <i>Financial Reports and Audit Rights</i> );
<b>“FOIA”</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;

---

<b>“Force Majeure Event”</b>	any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier’s or a Sub-contractor’s supply chain;
<b>“Force Majeure Notice”</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>“Former Supplier”</b>	has the meaning given in Schedule 9.1 ( <i>Staff Transfer</i> );
<b>“General Anti-Abuse Rule”</b>	(a) the legislation in Part 5 of the Finance Act 2013; and  (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
<b>“General Change in Law”</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>“Good Industry Practice”</b>	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
<b>“Goods”</b>	has the meaning given in Clause 9.7 ( <i>Supply of Goods</i> );

---

<b>“Guarantee”</b>	the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Agreement (which is in the form set out in Schedule 10 ( <i>Guarantee</i> )), or any guarantee acceptable to the Authority that replaces it from time to time;
<b>“Guarantor”</b>	CITIGATE DEWE ROGERSON LTD a company registered in England and Wales with company number 02184041 and whose registered office is at 3 London Wall Buildings London EC2M 5SY;
<b>“Halifax Abuse Principle”</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>“Health and Safety Policy”</b>	the health and safety policy of the Authority and/or other relevant Central Government Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
<b>“HMRC”</b>	HM Revenue & Customs;
<b>“Impact Assessment”</b>	has the meaning given in Schedule 8.2 ( <i>Change Control Procedure</i> );
<b>“Implementation Plan”</b>	the Outline Implementation Plan or (if and when approved by the Authority pursuant to Paragraph 3 of Schedule 6.1 ( <i>Implementation Plan</i> )) the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule 6.1 ( <i>Implementation Plan</i> ) from time to time;
<b>“Implementation Services”</b>	the implementation services described as such in the Services Description;
<b>“Implementation Services Commencement Date”</b>	the date on which the Supplier is to commence provision of the first of the Services, being Monday 5 <sup>th</sup> June 2017;

**“Indemnified Person”**

the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Agreement;

**“Information”**

all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

**“Initial Term”**

the period of Twelve (12) Months from and including the Effective Date;

**“Insolvency Event”**

- (a) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
  - (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
  - (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
- (b) the other Party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- (d) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress,



execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;

- (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all

1.2 "Intellectual Property Rights" or "IPRs"

appointed, over the other Party;

or a substantial part of its business;

- (f) where the other Party is a company, a LLP or a partnership:

- (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or

- (i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

- (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver; or

- (g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to

- (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is

- apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;
- “Intervention Cause”** has the meaning given in Clause Clause 29.1 (Remedial Adviser);
- “Intervention Notice”** has the meaning given in Clause 29.1 (*Remedial Adviser*);
- “Intervention Period”** has the meaning given in Clause 29.2(c) (*Remedial Adviser*);
- “Intervention Trigger Event”**
- (a) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;
  - (b) the Supplier not Achieving a Key Milestone within 75 days of its relevant Milestone Date;
- “IPRs Claim”** any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this agreement;

---

<b>“IT”</b>	information and communications technology;
<b>“IT Environment”</b>	the Authority System and the Supplier System;
<b>“Key Milestone”</b>	the Milestones identified in the Implementation Plan as key milestones and in respect of which Delay Payments may be payable in accordance with Paragraph 1 of Part C of Schedule 7.1 ( <i>Charges and Invoicing</i> ) if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;
<b>“Key Performance Indicator”</b>	the key performance indicators set out in the two tables in Schedule 2.2 ( <i>Performance Levels</i> );
<b>“Key Personnel”</b>	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 ( <i>Key Personnel</i> ) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 ( <i>Key Personnel</i> );
<b>“Key Roles”</b>	a role described as a Key Role in Schedule 9.2 ( <i>Key Personnel</i> ) and any additional roles added from time to time in accordance with Clause 14.4 ( <i>Key Personnel</i> );
<b>“Key Sub-contract”</b>	each Sub-contract with a Key Sub-contractor;
<b>“Key Sub-contractor”</b>	any Sub-contractor:  (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or  (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement (as set out in the Financial Model);
<b>“Know-How”</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party’s possession before this Agreement;

---

---

<b>“KPI Failure”</b>	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
<b>“KPI Service Threshold”</b>	shall be as set out against the relevant Key Performance Indicator in the two tables in Schedule 2.2 ( <i>Performance Levels</i> );
<b>“Law”</b>	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
<b>“Licensed Software”</b>	all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
<b>“Losses”</b>	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
<b>“Maintenance Schedule”</b>	shall have the meaning set out in Clause 9.4 ( <i>Maintenance</i> );
<b>“Malicious Software”</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>“Management Information”</b>	the management information specified in Schedule 2.2 ( <i>Performance Levels</i> ), Schedule 7.1 ( <i>Charges and Invoicing</i> ) and Schedule 8.1 ( <i>Governance</i> ) to be provided by the Supplier to the Authority;

---

<b>“Material KPI Failure”</b>	(a) a Serious KPI Failure; (b) a Severe KPI Failure; or  (c) a failure by the Supplier to meet a KPI Service Threshold;
<b>“Material PI Failure”</b>	(a) a failure by the Supplier to meet the PI Service Threshold in respect of 25% or more of the Subsidiary Performance Indicators that are measured in that Service Period; and/or (b) a failure by the Supplier to meet the Target Performance Level in respect of 50% or more of the Subsidiary Performance Indicators that are measured in that Service Period;
<b>“Measurement Period”</b>	in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which the Supplier’s performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually);
<b>“Milestone”</b>	an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;
<b>“Milestone Achievement Certificate”</b>	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule 6.2 ( <i>Testing Procedures</i> );
<b>“Milestone Adjustment Payment a Amount”</b>	in respect of each CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula: $A - B$ where: (a) A is an amount equal to the aggregate sum of all Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services

---

---

	terminated) relating to that CPP Milestone; and
	(b) B is an amount equal to the aggregate Allowable Price for the Retained Deliverables relating to that CPP Milestone or, if there are no such Retained Deliverables, zero;
<b>“Milestone Adjustment Payment Notice”</b>	has the meaning given in Clause 34.7 ( <i>Payments by the Supplier</i> );
<b>“Milestone Date”</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>“Milestone Payment”</b>	a payment identified in Schedule 7.1 ( <i>Charges and Invoicing</i> ) to be made following the issue of a Milestone Achievement Certificate;
<b>“Milestone Retention”</b>	has the meaning given in Schedule 7.1 ( <i>Charges and Invoicing</i> );
<b>“Minor KPI Failure”</b>	shall be as set out against the relevant Key Performance Indicator in the two tables in Schedule 2.2 ( <i>Performance Levels</i> );
<b>“month”</b>	a calendar month and <b>“monthly”</b> shall be interpreted accordingly;
<b>“Multi-Party Dispute Resolution Procedure”</b>	has the meaning given in Paragraph 9.1 of Schedule 8.3 ( <i>Dispute Resolution Procedure</i> );
<b>“Multi-Party Procedure Initiation Notice”</b>	has the meaning given in Paragraph 9.2 of Schedule 8.3 ( <i>Dispute Resolution Procedure</i> );
<b>“New Releases”</b>	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
<b>“Non-trivial Customer Base”</b>	a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;

---

<b>“Non-retained Deliverables”</b>	in relation to a CPP Milestone Payment Notice and each CPP Milestone the subject of that CPP Milestone Payment Notice, Deliverables provided to the Authority which relate to the relevant CPP Milestone(s) and which are not Retained Deliverables;
<b>“Notifiable Default”</b>	shall have the meaning given in Clause 27.1 ( <i>Rectification Plan Process</i> );
<b>“Object Code”</b>	software and/or data in machine-readable, compiled object code form;
<b>“Occasion of Tax Non-Compliance”</b>	<p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"><li>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li><li>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</li></ul> <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
<b>“Open Book Data”</b>	has the meaning given in Schedule 7.5 ( <i>Financial Reports and Audit Rights</i> )
<b>“Open Source”</b>	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
<b>“Operating Environment”</b>	the Authority System and the Sites;
<b>“Operational Change”</b>	any change in the Supplier's operational

---

---

	<p>procedures which in all respects, when implemented:</p> <p>(a) will not affect the Charges and will not result in any other costs to the Authority;</p> <p>(b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;</p> <p>(c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and</p> <p>(d) will not require a change to this Agreement;</p>
<b>“Operational Service Commencement Date”</b>	<p>in relation to an Operational Service, the later of:</p> <p>(a) the date identified in the Operational Services Implementation Plan upon which the Operational Service is to commence; and</p> <p>(b) where the Implementation Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone;</p>
<b>“Operational Services”</b>	<p>the operational services described as such in the Services Description;</p>
<b>“Optional Services”</b>	<p>the services described as such in Schedule 2.1 (<i>Services Description</i>) which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.10 (<i>Optional Services</i>);</p>
<b>“Optional Services Implementation Plan”</b>	<p>the implementation plan to effect the Optional Services agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority;</p>
<b>“Other Supplier”</b>	<p>any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;</p>
<b>“Outline Implementation Plan”</b>	<p>the outline plan set out at Annex 1 of Schedule 6.1 (<i>Implementation Plan</i>);</p>

---

---

<b>“Partial Termination”</b>	the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clause 33.2(b) ( <i>Termination by the Authority</i> ) or 33.3(b) ( <i>Termination by the Supplier</i> );
<b>“Parties”</b> and <b>“Party”</b>	have the meanings respectively given on page 1 of this Agreement;
<b>“Performance Failure”</b>	a KPI Failure or a PI Failure;
<b>“Performance Indicators”</b>	the Key Performance Indicators and the Subsidiary Performance Indicators;
<b>“Permitted Maintenance”</b>	has the meaning given in Clause 9.4 ( <i>Maintenance</i> );
1.3 <b>“Performance Monitoring Report”</b>	<b>has the meaning given in</b> Schedule 2.2 ( <i>Performance Levels</i> );
<b>“Personal Data”</b>	personal data (as defined in the DPA) which is Processed by the Supplier or any Sub-contractor on behalf of the Authority or a Central Government Body pursuant to or in connection with this Agreement;
<b>“Preceding Services”</b>	has the meaning given in Clause 5.2(b) ( <i>Standard of Services</i> );
<b>“Process”</b>	has the meaning given to it under the DPA and <b>“Processed”</b> and <b>“Processing”</b> shall be construed accordingly;
<b>“Programme Board”</b>	the body described in Paragraph 5 of Schedule 8.1 ( <i>Governance</i> );
<b>“Prohibited Act”</b>	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;  (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this

---

	Agreement;
	(c) an offence:
	(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
	(ii) under legislation or common law concerning fraudulent acts; or
	(iii) defrauding, attempting to defraud or conspiring to defraud the Authority; or
	(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
<b>“Project Specific IPRs”</b>	(a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schema; and/or
	(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Agreement;
	but shall not include the Supplier Background IPRs or the Specially Written Software;
<b>“Quality Plans”</b>	has the meaning given in Clause 6.1 ( <i>Quality Plans</i> );
<b>“Quarter”</b>	the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement);
<b>“Recipient”</b>	has the meaning given in Clause 21.1 ( <i>Confidentiality</i> );
<b>“Records”</b>	has the meaning given in Schedule 8.4 ( <i>Records Provisions</i> );
<b>“Rectification Plan”</b>	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;

---

**“Rectification Plan Failure”**

- (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 27.4 (*Submission of the draft Rectification Plan*) or 27.8 (*Agreement of the Rectification Plan*);
- (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 27.7 (*Agreement of the Rectification Plan*);
- (c) the Supplier failing to rectify a material Default within the later of:
  - (i) 30 Working Days of a notification made pursuant to Clause 27.2 (*Notification*); and
  - (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;
- (d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred;
- (e) the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or
- (f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;

**“Rectification Plan Process”**

the process set out in Clauses 27.4 (*Submission of the Rectification Plan*) to 27.9 (*Agreement of the Rectification Plan*);

<b>“Registers”</b>	has the meaning given in Schedule 8.5 ( <i>Exit Management</i> );
<b>“Reimbursable Expenses”</b>	has the meaning given in Schedule 7.1 ( <i>Charges and Invoicing</i> );
<b>“Relevant IPRs”</b>	IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier’s obligations under this Agreement including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs;
<b>“Relevant Preceding Services”</b>	has the meaning given in Clause 5.2(b) ( <i>Standard of Services</i> );
<b>“Relevant Requirements”</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
<b>“Relevant Tax Authority”</b>	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
<b>“Relevant Transfer”</b>	a transfer of employment to which the Employment Regulations applies;
<b>“Relief Notice”</b>	has the meaning given in Clause 31.2 ( <i>Authority Cause</i> );
<b>“Remedial Adviser”</b>	the person appointed pursuant to Clause 29.2 ( <i>Remedial Adviser</i> );
<b>“Remedial Adviser Failure”</b>	has the meaning given in Clause 29.6 ( <i>Remedial Adviser</i> );

---

<b>“Replacement Services”</b>	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
<b>“Replacement Supplier”</b>	any third party service of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
<b>“Request For Information”</b>	a Request for Information under the FOIA or the EIRs;
<b>“Required Action”</b>	has the meaning given in Clause 30.1(a) ( <i>Step-In Rights</i> );
<b>“Restricted Country”</b>	(a) any country outside the European Economic Area, and  (b) any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC;
<b>“Retained Deliverables”</b>	has the meaning given in Clause 34.8(b) ( <i>Payments by the Supplier</i> );
<b>“Risk Register”</b>	the register of risks and contingencies that have been factored into any Costs due under this Agreement, a copy of which is set out in Annex 4 of Schedule 7.1 ( <i>Charges and Invoicing</i> );
<b>“Security Management Plan”</b>	the Supplier's security plan as attached as Annex 2 of Schedule 2.4 ( <i>Security Management</i> ) and as subsequently developed and revised pursuant to Paragraphs 3 and 4 of Schedule 2.4 ( <i>Security Management</i> );
<b>“Serious KPI Failure”</b>	shall be as set out against the relevant Key Performance Indicator in the two tables in (Schedule 2.2 ( <i>Performance Levels</i> ));
<b>“Service Charges”</b>	the periodic payments made in accordance with Schedule 7.1 ( <i>Charges and Invoicing</i> ) in respect of the supply of the Operational Services;

**“Service Credit Cap”**

- (a) in the period of 12 months from the first Operational Service Commencement Date to occur after the Effective Date, 0% of the Estimated Initial Service Charges; and
- (b) during the remainder of the Term, 0% of the Service Charges paid and/or due to be paid to the Supplier under this Agreement in the period of 12 months immediately preceding the Service Period in respect of which Service Credits are accrued;

**“Service Credits”**

credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with Paragraph 3 of Part C of Schedule 7.1 (*Charges and Invoicing*);

**“Service Period”**

a calendar month, save that:

- (a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and
- (b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;

**“Service Points”**

in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in the two tables in Schedule 2.2 (*Performance Levels*);

**“Services”**

any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2.1 (*Services Description*);

**“Service Transfer Date”**

has the meaning given in Schedule 9.1 (*Staff Transfer*);

**“Services Description”**

the services description set out in Schedule 2.1 (*Services Description*);

**“Severe KPI Failure”**

shall be as set out against the relevant Key Performance Indicator in the two tables in of Schedule 2.2 (*Performance Levels*);

---

<b>“Sites”</b>	<p>any premises (including the Authority Premises, the Supplier’s premises or third party premises):</p> <p>(a) from, to or at which:</p> <ul style="list-style-type: none"><li>(i) the Services are (or are to be) provided; or</li><li>(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or (b) where:<ul style="list-style-type: none"><li>(i) any part of the Supplier System is situated; or</li><li>(ii) any physical interface with the Authority System takes place;</li></ul></li></ul>
<b>“Software”</b>	<p>Specially Written Software, Supplier Software and Third Party Software;</p>
<b>“Software Supporting Materials”</b>	<p>has the meaning given in Clause 17.1(b) (<i>Specially Written Software and Project Specific IPRs</i>);</p>
<b>“Source Code”</b>	<p>computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;</p>
<b>“Specially Written Software”</b>	<p>any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement.</p>
<b>“Specific Change in Law”</b>	<p>a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;</p>
<b>“SPI Failure”</b>	<p>a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator;</p>

---

---

<b>“SPI Service Threshold”</b>	shall be as set out against the relevant Subsidiary Performance Indicator in the twos in Table 2 in Part I of Annex 1 of Schedule 2.2 ( <i>Performance Levels</i> );
<b>“Staffing Information”</b>	has the meaning given in Schedule 9.1 ( <i>Staff Transfer</i> );
<b>“Standards”</b>	the standards, policies and/or procedures identified in Schedule 2.3 ( <i>Standards</i> );
<b>“Step-In Notice”</b>	has the meaning given in Clause 30.1 ( <i>Step-In Rights</i> );
<b>“Step-In Trigger Event”</b>	<ul style="list-style-type: none"><li>(a) any event falling within the definition of a Supplier Termination Event;</li><li>(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;</li><li>(c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement;</li><li>(d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 30 (<i>Step-In Rights</i>) is necessary;</li><li>(e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or</li><li>(f) a need by the Authority to take action to discharge a statutory duty;</li></ul>
<b>“Step-Out Date”</b>	has the meaning given in Clause 30.5(b) ( <i>Step-In Rights</i> );
<b>“Step-Out Notice”</b>	has the meaning given in Clause 30.5 ( <i>Step-In Rights</i> );
<b>“Step-Out Plan”</b>	has the meaning given in Clause 30.6 ( <i>Step-In Rights</i> );

---

<b>“Sub-contract”</b>	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
<b>“Sub-contractor”</b>	any third party with whom: (a) the Supplier enters into a Sub-contract; or  (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
<b>“Subsidiary Performance Indicator”</b>	the performance indicators set out in Schedule 2.2 ( <i>Performance Levels</i> );
<b>“Successor Body”</b>	has the meaning given in Clause 36.4 ( <i>Assignment and Novation</i> );
<b>“Supplier Background IPRs”</b>	(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or  (b) Intellectual Property Rights created by the Supplier independently of this Agreement,  which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;

**“Supplier COTS Background IPRs”**

Supplier Background IPRs that:

- (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and
- (b) has a Non-trivial Customer Base;

**“Supplier COTS Software”**

Supplier Software (including open source software) that:

- (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and

- (b) has a Non-trivial Customer Base;

**“Supplier Equipment”**

the hardware, computer and telecoms devices and equipment used by the Supplier or its Subcontractors (but not hired, leased or loaned from the Authority) for the provision of the Services;

**“Supplier Non-COTS Background IPRs”**

Any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Authority and that are not Supplier COTS Background IPRs;

**“Supplier Non-COTS Software”**

Supplier Software that is not Supplier COTS Software;

**“Supplier Non-Performance”**

has the meaning given in Clause 31.1 (*Authority Cause*);

**“Supplier Personnel”**

all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier’s obligations under this Agreement;

**“Supplier Profit”**

has the meaning given in Schedule 7.1 (*Charges and Invoicing*);

**“Supplier Profit Margin”**

has the meaning given in Schedule 7.1 (*Charges and Invoicing*);

**“Supplier Representative”**

the representative appointed by the Supplier pursuant to Clause 11.3 (*Representatives*);

**“Supplier Software”**

software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 5 (*Software*);

**“Supplier Solution”**

the Supplier's solution for the Services set out in Schedule 4.1 (*Supplier Solution*) including any Annexes of that Schedule;

**“Supplier System”**

the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);

**“Supplier Termination Event”**

**Any of:**

- (a) the Supplier's level of performance constituting a Critical Performance Failure;
- (b) the Supplier committing a material Default;
- (c) a Remedial Adviser Failure;
- (d) a Rectification Plan Failure;
- (e) where a right of termination is expressly reserved in this Agreement, including pursuant to:
  - (i) Clause 19 (*IPRs Indemnity*);
  - (ii) Clause 39.6(b) (*Prevention of Fraud and Bribery*); and/or
  - (iii) Paragraph 4 of Schedule 7.4 (*Financial Distress*);
- (f) the representation and warranty given by the Supplier pursuant to Clause 3.2(i) (*Warranties*) being materially untrue or misleading;
- (g) the Supplier committing a material Default under Clause 10.10 (*Promoting Tax Compliance*) or failing to provide details of steps being taken and mitigating factors

pursuant to Clause 10.10 (*Promoting Tax Compliance*) which in the reasonable opinion of the Authority are acceptable;

(h) the Supplier committing a material Default under any of the following Clauses:

- (i) Clause 5.5(j) (*Services*);
- (ii) Clause 23 (*Protection of Personal Data*);
- (iii) Clause 22 (*Freedom of Information*);
- (iv) Clause 21 (*Confidentiality*); and
- (v) Clause 35 (*Compliance*); and/or

in respect of any security requirements set out in Schedule 2.1 (*Services Description*), Schedule 2.4 (*Security Management*) or the Baseline Security Requirements; and/or in respect of any requirements set out in Schedule 9.1 (*Staff Transfer*);

- (i) any failure by the Supplier to implement the changes set out in a Benchmark Report as referred to in Paragraph 5.9 of Schedule 7.3 (*Benchmarking*);
- (j) an Insolvency Event occurring in respect of the Supplier or the Guarantor;
- (k) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority);
- (l) a change of Control of the Supplier or a Guarantor unless:
  - (i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
  - (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the Change of Control took place or the date on which the Authority was given notice of the Change of Control;

- (n) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause 15.6 (*Appointment of Key Subcontractors*);
- (o) any failure by the Supplier to enter into or to comply with an Admission Agreement under the Annex to either Part A or Part B of Schedule 9.1 (*Staff Transfer*);
- (p) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement; or
- (q) a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.

**“Target Performance Level”**

the minimum level of performance for a Performance Indicator which is required by the Authority, as set out against the relevant Performance Indicator in the two tables in 2.2 (*Performance Levels*);

**“Term”**

the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Agreement;

**“Termination Assistance Notice”**

has the meaning given in Paragraph 5.10 of Schedule 8.5 (*Exit Management*);

**“Termination Assistance Period”**

in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 5.2 of Schedule 8.5 (*Exit Management*);

**“Termination Date”**

the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;

**“Termination Notice”**

a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;

**“Termination Payment”**

the payment determined in accordance with Schedule 7.2 (*Payments on Termination*);

**“Termination Services”**

the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 8.5 (*Exit Management*), and any other services required pursuant to the Termination Assistance Notice;

**“Test Issues”**

has the meaning given in Schedule 6.2 (*Testing Procedures*);

**“Tests” and “Testing”**

any tests required to be carried out under this Agreement, as further described in Schedule 6.2 (*Testing Procedure*) and **“Tested”** shall be construed accordingly;

**“Test Success Criteria”**

has the meaning given in Schedule 6.2 (*Testing Procedures*);

**“Third Party Beneficiary”**

has the meaning given in Clause 43.1 (*Third Party Rights*);

**“Third Party COTS IPRs”**

Third Party IPRs that:

- (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and
- (b) has a Non-trivial Customer Base;

---

**“Third Party COTS Software”**

Third Party Software (including open source software) that:

- (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and
- (b) has a Non-trivial Customer base;

**“Third Party IPRs”**

Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;

**“Third Party Non-COTS IPRs”**

Third Party IPRs that are not Third Party COTS IPRs;

**“Third Party Non-COTS Software”**

Third Party Software that is not Third Party COTS Software;

**“Third Party Provisions”**

has the meaning given in Clause 43.1 (*Third Party Rights*);

**“Third Party Software”**

software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 5 (*Software*);

**“Transferring Assets”**

has the meaning given in Paragraph 6.2(a) of Schedule 8.5 (*Exit Management*);

**“Transferring Authority Employees”**

has the meaning given in Schedule 9.1 (*Staff Transfer*);

**“Transferring Former Supplier Employees”**

has the meaning given in Schedule 9.1 (*Staff Transfer*);

**“Transferring Supplier Employees”**

has the meaning given in Schedule 9.1 (*Staff Transfer*);

**“UK”**

the United Kingdom;

**“Unacceptable KPI Failure”**

the Supplier failing to achieve the KPI Service Threshold in respect of more than 50% of the Key Performance Indicators that are measured in that Service Period;

**“Unrecovered Payment”**

has the meaning given in Schedule 7.2 (*Payments on Termination*);

**“Updates”**

in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;

**“Upgrades”**

any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;

**“VAT”**

value added tax as provided for in the Value Added Tax Act 1994; and

**“Working Day”**

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

## SCHEDULE 2 - SERVICE REQUIREMENTS

### 2.1 SERVICES DESCRIPTION

2.1.1 The scope of the requirement is to provide a Public Relations and Press Office function for UK Government Investments (UKGI) and UK Financial Investments (UKFI) (the “Customer”).

2.1.2 There is currently no requirement to include social media capabilities – beyond monitoring social media, although this may be required in the future and would be expected to be delivered within the scope of this requirement.

2.1.3 Given the Authority’s objectives, the Supplier should develop the Authority’s communication strategy in order to:

- Ensure target audiences and those influencing them understand the Authority’s corporate narrative;
- Support, at a minimum, an accurate and balanced view of the government and the Authority’s role, principally through media and commentary;
- Support the Authority in establishing a clear, simple, multi-channel communications plan which addresses the relevant audiences;
- Create and build interest in, (and excitement around) asset disposals; and
- Safeguard the reputations of the organisations and professionals involved with the Authority.

2.1.4 The Authority has diverse audiences, and these will be different depending on which specific assets the communications activity is supporting. In terms of general audience in a corporate sense these can be broken down into the following:

- Potential investors in the Authority’s assets
- Relevant trade associations and business representative groups
- Parliamentarians – MP’s and Lords
- Business and financial media
- Other Government departments

2.1.5 The Supplier will act as the Authority’s Public Relations Function/Press Office handling reactive media enquiries as required as specified within Task 2 of the Monthly Retainer Costs of the Pricing Schedule at Schedule 7.

2.1.6 The Supplier will work with the Authority to develop and deliver a comprehensive communication strategy to position the Authority as ‘the government centre of excellence in corporate finance and governance’ and an effective steward of the government assets as specified in Task 1 of the Monthly Retainer Costs of the Pricing Schedule at Schedule 7.

2.1.7 The Supplier will advise the Authority's senior team on a targeted media engagement programme, preparing them as required as specified in Task 3 of the Monthly Retainer Costs of the Pricing Schedule at Schedule 7.

2.1.8 The Supplier will work with the Authority to develop appropriate communications materials, press notices briefing notes, RNS's etc. as specified in Task 2 of the Monthly Retainer Costs of the Pricing Schedule at Schedule 7.

2.1.9 The Supplier will provide on-going support including a daily email media intelligence digest (media monitoring both traditional and social media) and providing insights into the media landscape. Also to include, where necessary, intra-day coverage reports/call logs on days of announcements, or relevant breaking stories as specified in Task 2 of the Monthly Retainer Costs of the Pricing Schedule at Schedule 7.

2.1.10 The Supplier will provide support to prepare the Authority's senior management for parliamentary appearances and giving evidence at Select Committees by, including appropriate briefing on the Select Committees and their members, face-to face briefing sessions including dummy runs ahead of appearances as specified in Task 3 of the Monthly Retainer Costs of the Pricing Schedule at Schedule 7.

2.1.11 To increase the profile of the organisation, the Supplier will engage with the media to enhance and protect the reputation and public profile of the Authority as specified in Task 1 of the Monthly Retainer Costs of the Pricing Schedule at Schedule 7.

2.1.12 The Authority's proactive communications planning should seek to achieve their objectives set out above principally through background briefings and relationship building with its audiences. On-the- record commentary should be reserved for instances where the organisation either cannot avoid making a statement or where it has a planned set-piece announcement, such as a disposal. Similarly, its reactive preparedness should seek to anticipate scenarios across the portfolio that bears relevance to it as a shareholder as specified in Task 1 of the Monthly Retainer Costs of the Pricing Schedule at Schedule 7.

2.1.13 The Supplier will set out a 6 – 12 month programme to re-launch UKGI and re-inform audiences about UKFI and its role.

2.1.14 The Supplier must be able where required:

- Provide an experienced senior team which can draw on additional resource as and when required, including at short notice;
- Provide financial communications and strategic support across Government;
- Advise government on commercial transactions, especially financial assets disposals;
- Manage both corporate and political messages for Government;
- Carrying out the functions of a press office for both organisations, issue RNS's, provide media intelligence and public affairs advice and services.
- Demonstrate that they understand the work of the Authority, and the wide-ranging audiences and priorities and be capable of delivering multi-disciplinary communications to meet the needs.
- Flex resource at short notice to provide fully briefed capable individuals that are up to speed on the work of the Authority.

2.1.23 The Authority would expect to see the Supplier adopt a phased approach starting with immersion, getting to know the two organisations, preparation, developing appropriate

communications strategies and products and final a delivery phase, using a full mix of proactive PR tactics and tools to support the Authority's policy aims as specified in Task 4 of the monthly Pricing Schedule

2.1.24 It is difficult to assess the volume of incoming traffic/media calls that will occur as the Authority has only existed in its current form since April 2016. The Authority would expect there to be a number of RNS releases a year, at least one (though there may be others if the National Audit Office looks at other aspects of its work / deals which have been carried out) Select Committee appearances over the year. In addition the Authority conducts proactive media management through regular off the record background catch-ups with key journalists. All of this activity generates interest in the Authority's work and thus reactive calls.

2.1.25 It would be reasonable to expect the Authority's work (a bigger mandate) to generate more than this. It will publish an annual report and accounts and quarterly publish expenses of its directors. While UKFI and UKGI have separate boards UKFI will also produce an annual report and set of accounts.

2.1.26 On top of this business as usual activity the Authority is also responsible for 21 businesses (on top of UKAR, RBS and Lloyds overseen by UKFI). The Authority would expect that mentions of these business will from time to time also spark interest from the media about possible disposals / transactions for which the Authority and the supplier would be responsible for handling.

2.1.27 The location of the Services will be carried out at the Supplier's premises. There will be a need to attend meetings at UKGI Ltd at 1 Victoria Street London SW1H 0ET and UKFI at 100 Parliament Street London SW1A 2BQ.

## 2.2 PERFORMANCE LEVELS

The Supplier will be measured on the following KPI's during the contract:

2.2.1 QUALITY OF WORK AND CONTENT – communications products (including, but not limited to, RNS's) press notices and briefing materials which the Supplier produces or advises upon must be clear, fit for purpose, and meet the Authority's needs.

2.2.2 MEDIA IMPRESSIONS – the number of mentions of the Authority in national, regional and specialist media – an increase of 20% over the first year. Also a number of negative articles about UKGI or its assets kept out of the media by the supplier – a simple running number is sufficient.

2.2.3 REACH – how many people in the target audiences were reached by proactive media engagement across national, regional and specialist media. **There should be a rise in reach of 20% by the end of the contract and 10% in the first six months.**

2.2.4 SENTIMENT SCORE – 60% of all articles which mention the Authority should be balanced or positive.

2.2.5 WEBSITE TRAFFIC – the number of visits to new website – page impressions and dwell time. This should be linked to the proactive campaign the new Agency will develop and deliver over the first year of the contract.

2.2.6 MEDIA INTELLIGENCE - Media intelligence should be delivered daily by 08:30 to all to the relevant Authority staff.

2.2.7 AWARENESS – an increase in the recognition of the Authority among key audiences as demonstrated by a rise in target audience reach and recognition of the authority by key audience groups when asked.

2.2.8 The Supplier should note that the Authority will use the following Project Milestones to measure delivery:

Milestone	Description	Timeframe
1	Set up meeting to discuss responsibilities, key performance indicators and key work needed over the next 12 months.	Within week 1 of Contract Award
2	Develop Communications Strategy	Within week 2 of Contract Award
3	Refresh Communications Strategy	12 months after Contract Award
4	Meet recommendations set out in the quarterly and annual reviews of performance	To be determined in the annual and quarterly reviews

2.2.9 The Supplier should note that the Authority will additionally use the following targets to measure delivery:

Service	SLA Description	Target
On call – 24 hours Service	The Supplier shall respond to all requests for reputation management support, 24 hours a day, 365 days a year.	Within 2 hours of call request raised by UKGI
Provision of media/PR training to all identified key figures	The Supplier is to provide media/PR training session to prepare each with skills and confidence to fulfil this requirement.	To train all identified individuals within 6 months of contract commencement
Regular attendance at 'keep in touch' meetings (face to face or via telephone)	The Supplier will meet initially to plan out how the relationship will work, and will then agree how regular 'keep in touch' meetings will happen.	To meet with the Authority within first week of contract. To then attend keep in touch

Service	SLA Description	Target
		meetings monthly and daily if required
Media intelligence	Daily email to agreed list of staff each day. This should cover media intelligence with a summary covering all assets across UKGI and UKFI	Daily by 08:30
Evaluation	The Supplier should evaluate the work carried out for UKGI / UKFI at least twice a year. This evaluation should be carried out in line with the Government Communications Service guidelines –  <a href="https://gcs.civilservice.gov.uk/wp-content/uploads/2016/01/GCS-Evaluation-Framework.pdf">https://gcs.civilservice.gov.uk/wp-content/uploads/2016/01/GCS-Evaluation-Framework.pdf</a>	At least twice a year for the duration of the contract
Year 1 media strategy	The Supplier is expected to design and deliver a programme of external communications to inform key audiences of the role and objectives of UKGI and UKFI	To develop and present in the first two months and deliver over the first 6- 10 months,

## 2.3 STANDARDS

2.3.1 The Supplier will carry out evaluations consistent with the Government Communication Service GCS framework. <https://gcs.civilservice.gov.uk/wp-content/uploads/2016/01/GCS-Evaluation-Framework.pdf>

2.3.2 The Authority will require management information (MI) on a monthly basis. Format and type of MI will be agreed at commencement of contract.

2.3.3 The Authority reserves the right to amend their requests for reporting during the contract.

2.3.4 The Authority may also request ad hoc reports and data from the Supplier. Requests of this nature should be responded to within 48 hours.

2.3.5 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

2.3.6 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.

2.3.7 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.

2.3.8 The Supplier will be required to demonstrate and provide evidence of a high level of knowledge, experience and expertise. An experienced senior team, which can draw on additional resource as and when required, should be provided for the duration of the contract.

2.3.9 UKGI requires the Supplier to provide a sufficient level of resource throughout the duration of the UKGI/UKFI PR Contract in order to consistently deliver a quality service to all Parties.

2.3.10 The Supplier's staff assigned to the UKGI/UKFI PR Contract shall have the relevant qualifications and experience to deliver the Contract.

2.3.11 The Supplier shall ensure that staff understand UKGI's vision and objectives and will provide excellent customer service to UKGI throughout the duration of the Contract.

2.3.12 The Supplier shall also read and make sure that they adhere to the specific requirements set out above that pertain to the team working on this contract.



### **SCHEDULE 3 - AUTHORITY RESPONSIBILITIES**

- 3.1 The Authority will be responsible for the contract management of the contract.
- 3.2 There will be formal quarterly reviews of performance carried out by the Authority and a six- month review.
- 3.3 There will also be monthly meetings and daily (if required) contact between the Head of Communications as the lead point of contact and the supplier.

---

## SCHEDULE 4 – SUPPLIER MATTERS

**The following Supplier response contains statements and proposals yet to be agreed with the Customer. Such statements and proposals may be incorporated following the initial inception meeting at the Customer's discretion.**

### 4.1 SUPPLIER SOLUTION

4.1.1 Suppliers Roles and Responsibilities for the services:

4.1.2 CITIGATE DEWE ROGERSON LTD (the Supplier) will dedicate a highly experienced and well-qualified team to this requirement.

4.1.3 REDACTED and REDACTED will be Joint Account Leaders (and ultimately responsible to the Authority for the services under the contract) we shall ensure that all team members prioritise the responsibilities of this Account, being available at all times to directly advise and assist the Authority and other stakeholders as required. Indeed, we expect all members of the team to be in regular contact the Authority personnel on both a structured and ad hoc basis.

4.1.4 CITIGATE DEWE ROGERSON LTD's internal team management will work closely together on a daily basis and has done so for numerous clients and transactions in the past. While we understand and respect each other's particular roles, responsibilities and reporting lines, CITIGATE DEWE ROGERSON LTD's approach will be collaborative, ensuring the best possible outcome for our clients and their stakeholders.

- REDACTED, Executive Director – Joint Account Leader

Key responsibilities: senior interface with the Authority (including at senior management level), with relevant Government departments (including at Ministerial level, if appropriate) and with portfolio companies' management as required; communications strategy development; on-going strategic and tactical consultancy; overall communications programme design; core message development; senior financial and business media handling (in particular, engagement with the key financial media commentators); targeted media engagement programme; team oversight; lead at quarterly meetings with the Authority.

- REDACTED, Executive Director – Joint Account Leader

Key responsibilities: senior interface with the Authority (including at senior management level), with relevant Government departments (including at Ministerial level, if appropriate) and with portfolio companies' management as required; communications strategy development; on-going strategic and tactical consultancy; primary responsibility for media training; senior financial and business media handling (in particular, at business editor, commentator and senior home news editor and reporter level); targeted media engagement programme.

- REDACTED, Senior Director

Key responsibilities: on-going liaison with the Authority and other stakeholders; communications strategy development; on-going strategic and tactical consultancy; overall communications programme design and implementation; message and communication

materials drafting and development; primary responsibility for scenario planning; financial and business media handling; targeted media engagement programme.

- REDACTED, Director

Key responsibilities: on-going liaison with the Authority and other stakeholders; day-to-day account coordination and management; development of communication materials; communications programme management and implementation; financial media handling; day-to-day press office function, including acting as initial contact point for handling media enquiries.

- REDACTED, Account Manager

Key responsibilities: day-to-day press office function; issuing RNSs and press releases as required; on-going account support and execution; primary responsibility for on-going media monitoring and analysis, including managing the daily email media intelligence digest; agenda and action points for regular calls / meetings with the Authority's Head of Communications.

- REDACTED, Head of Public Policy

Key responsibilities: public policy strategic and tactical consultancy; advice and support on specific Westminster / Whitehall / public body outreach; public policy monitoring and intelligence; preparation and rehearsing of the Authority's senior management for parliamentary Select Committee appearances as required.

4.1.5 CITIGATE DEWE ROGERSON LTD have unparalleled experience of working closely with multiple HM Government departments and their press offices. As a result, we believe that we have a good understanding of how the Authority operates (internally, externally, with HM Treasury and with other government departments) and of the approach to communications. And having advised the UK Government on the vast majority of privatisations over nearly 30 years, the team has enormous personal experience of Government sales and of Government's role as a responsible steward of UK assets – of positioning Government as an effective shareholder working in the best interests of the UK taxpayer. We also know how to work with investee companies, ensuring that shareholder and company communication agendas are as closely reconciled as possible. Crucially, this experience, expertise and institutional memory (both recent and going back to the late 1980s) continue to reside within the core team, which we are proposing for this mandate.

4.1.6 There currently appears to be a lack of awareness of the Authority amongst target audiences from media to parliamentarians. There is a lack of real understanding of the role played by UKGI and to a lesser extent UKFI (which of course has a more streamlined mandate and has had much longer to establish itself), of how the two organisations fit together - and, in turn, of the relationship with HM Treasury and other government departments – and of the responsibility which The Authority has for such a wide portfolio of companies. This is perhaps particularly the case amongst the relatively small number of business and financial journalists who need to better understand UKGI and this, of course, has a knock-on effect in terms of a lack of profile among your other target audiences. Revealingly, our work on the Student Loans Sale has uncovered a basic lack of awareness about the Authority even among senior financial commentators. And while we understand that senior Treasury officials are highly supportive of the Authority's private/public model and see particular value in its ability to speak the language of the private sector allied to a deep

understanding of the public sector world, this is a viewpoint which needs to be shared more widely across Government.

4.1.7 While there is clearly an initial 'education process' to be undertaken, CITIGATE DEWE ROGERSON LTD understands that the Authority is not seeking a high media profile and do not want to be seen as treading on the toes of HM Treasury or other government departments.

4.1.8 CITIGATE DEWE ROGERSON LTD will implement a programme which at its core aims to unlock the reputational potential, to build its "brand" and a related halo effect, so that perceptions of the role and capability within Government and externally start from a position of respect and understanding. We will (i) enhance the credibility and understanding of the Authority and its senior management with key commentators and (ii) establish efficient and timely communications with those audiences, which generate awareness of initiatives and promote or protect the reputation of the Authority as required.

4.1.9 CITIGATE DEWE ROGERSON LTD is accustomed to working across multiple stakeholders, ensuring that media briefing 'boundaries' (who says what to whom and when) are understood and respected - i.e. we will not cut across the political or other media contacts of any departmental press office. And we will ensure that while core messaging of the authority remains consistent across all channels, the communications collateral we develop is suitably adapted to the end audience (e.g. the messaging and tone of a WMS differs to that of an RNS, which differs to that of a letter to MPs, which differs to that of a Financial Times background briefing). Tightly coordinated communications across all stakeholders of the Authority will be vital and CDR (acting as PR function and through regular meetings/ liaison with our client) will help ensure that different parties are kept up-to-date as required and that they in turn keep the centralised communications function updated.

4.1.10 As the Authority's press office, CITIGATE DEWE ROGERSON LTD will act as 'gatekeeper' and first point of contact for media enquiries, a role we have undertaken on many previous Government transactions and which we carry out for a number of major public and private organisations. Clear lines of communication will be established between CITIGATE DEWE ROGERSON LTD and target journalists, and between CITIGATE DEWE ROGERSON LTD and identified contact points of the Authority. We will ensure that the Authority's personnel are sighted on developments and as prepared as possible to react to (or proactively leverage) different scenarios. While this will be done in part through the daily (or intra-day) media monitoring and analysis reports which we will provide, the strength of our financial media relationships mean that we are well positioned to also provide broader insights into media developments.

4.1.11 Careful scenario planning and ensuring that rapid rebuttal processes are in place will be crucial. CITIGATE DEWE ROGERSON LTD will fully prepare the Authority's senior management prior to targeted media engagement and parliamentary / Select Committee appearances, providing briefing notes on individuals and likely Q+A, rehearsing them and providing feedback. This work and intelligence gathering will be supported by insights from our Public Affairs team.

4.1.12 The team will always be available to react quickly to whatever the Authority asks of us. Providing financial communications consultancy and support to Government is absolutely central to what we do. And we have the experience, expertise; commitment and enthusiasm to not only safeguard the reputation of the Authority and its representatives over the next twelve months and beyond, but to significantly enhance it.

4.1.13 CITIGATE DEWE ROGERSON LTD will also call on additional resource to be able to flex to deliver against low and high demand, while maintaining a high level of service provision.

4.1.14 CITIGATE DEWE ROGERSON LTD will use a phased financial communications strategy that will, in parallel, (a) establish and build the Authority's "brand" and a related halo effect that will add value to its reputation as both adviser and counterparty and (b) build better recognition, understanding of and buy-in to a cohesive UKGI-led strategy for the management of the public assets within its responsibility. We believe this will require the achievement of the following key communications objectives:

- To position the Authority as the Government's centre of excellence for corporate finance and governance and its staff as highly competent stewards of Government assets who act in the best interests of the UK taxpayer, who have clearly-defined, well thought-out strategies for each of the assets they are responsible for (whether that be keeping them in public ownership or looking to move them off the Government's books when the time is right) and who always execute professional, orderly sales processes;
- To reposition the Authority among key target media and Government audiences as an accessible and important part of Government machinery, communicating that while the Authority is independent of Government, it in no way operates from an 'ivory tower';
- To identify the key individuals / audiences who need to better understand the Authority and to then identify the key individuals at the Authority (both at senior management and at Executive Director level) who need to develop relationships with these external audiences, so gradually enhancing the reputation and profile;
- To develop core messages, facts and figures for external communication and through multi-channel (but consistent) corporate collateral and background briefings to ensure the Authority's narrative is understood among target audiences;
- To establish communications protocols and a communications framework whereby the Authority is always sighted on and prepared for relevant developments and, when necessary, is able to move quickly to get its voice heard and influence debate, so protecting - and potentially enhancing THE reputation (e.g. around complex or high-profile asset sales or HMG negotiations with corporates).

4.1.15 While the strategy and communications plan will be clear and simple, it will also be multi layered, given the range of assets and the different responsibilities of senior

management / Executive Directors. REDACTED for example, might be telling the overall narrative in background meetings with senior financial commentators and City Editors, concurrently with the Authority's Executive Director with primary responsibility for the British Business Bank meeting a small number of banking correspondents.

4.1.16 Immersion / Preparation phase: we would welcome a brief period of immersion following appointment including regular liaison with the Authority's Head of Communications and meetings with some or all of REDACTED, REDACTED, REDACTED and REDACTED in order to hear directly their thoughts on communications and positioning, as well as to understand their existing media and stakeholder relationships and their willingness to engage with journalists (on background and / or on-the-record).

4.1.17 We would also want to use this period to understand which portfolio companies in particular are likely to be newsworthy over the coming months, which companies the Authority expects to play a particularly 'active' role in and when this might occur. We would then want to meet with the relevant Executive Directors responsible for identified portfolio companies / potential transactions and to establish direct lines of communication with them as appropriate. With certain companies (e.g. those most likely to be in the news such as RBS) we would also want to establish lines of communication with the relevant press offices. Scenario planning around the portfolio companies and around possible 'special situations' (e.g. instances when the Authority might advise Government on negotiations with corporates) will then need to be incorporated in the overall communications strategy and plan. While we would expect non-media audiences to primarily be influenced through an increase in informed UKGI-related media coverage, on the public affairs side we will carry map UKGI's current and desired relationships with Government departments and related organisations. We will also assess with the Authority potential outreach to target investors through representation at industry forums.

4.1.18 Within a week of appointment we will agree the optimum daily media monitoring / analysis format and process and put this in place. And as soon as we have been briefed on and agreed on an initial set of headline messages (to then be further developed). We will approach key target journalists to let them know that CITIGATE DEWE ROGERSON LTD is now representing the Authority and to establish the team as primary media contact points. We would advise that these journalists include financial commentators such as REDACTED (FT Lex column) and REDACTED (Reuters Breakingviews), Business / City editors such as REDACTED (Daily Mail), REDACTED (The Times), REDACTED (The Guardian) and REDACTED (The Telegraph), and those sector correspondents most likely to write on the Authority or their assets - e.g. banking correspondents such as REDACTED (FT), REDACTED (The Times) and REDACTED (The Telegraph).

4.1.19 While we would be ready to develop and issue RNSs from appointment, this preparation phase would also see us develop a range of communications materials (key messages, a Q+A 'bible', fact sheets, etc) tailored for different audiences (e.g. articles for Whitehall and Westminster-focused publications such as Civil Service World, Total Politics or The House magazine). Training of identified UKGI/UKFI representatives for media engagement would also begin during this phase, as would preparation for any parliamentary / Select Committee appearances. Within a maximum of two months of our appointment we will expect to present our communications strategy and plan to the Authority.

4.1.20 Delivery phase: this phase would see the implementation of this plan and of a targeted, structured media engagement and relationship-building programme for the Authority's representatives (initial 1-1 meetings would likely be with journalists taken from the list above, as well as key trade publications) to build understanding of the mandate, approach, track record, strategy, any specific plans (if appropriate), and highly competent personnel.

4.1.21 During this phase we expect potential milestones and news hooks around which media engagement (proactive or reactive) might occur to include: Government selling its last shares in Lloyds Banking Group - i.e. LBG being successfully returned to the private sector; the NAO report into the first sale of shares in RBS; RBS corporate and financial news; the report to parliament and NAO/PAC enquiries on the Student Loans and GIB sales; developments at the British Business Bank or at C4 (e.g. new CEO, potential relocation); and the publication of the Authority's annual reports.

4.1.22 CITIGATE DEWE ROGERSON LTD will work with the Authority to develop plans to handle these and other potential news flashpoints. Relatively early during this phase and ideally around an appropriate news hook (e.g. LBG's return to private ownership) we recommend looking to secure a definitive 'article of record' in a leading publication, most likely via an on-the-record interview with senior management. By-lined opportunities (articles and letters) would also be considered.

4.1.23 This delivery phase will see the authority's press office function running smoothly, the strengthening of relationships with target media and audiences across Government, an increase in informed media coverage positively impacting awareness across the audiences, and the gradual realisation of the Authority's strategic communications objectives.



**SCHEDULE 5 - SOFTWARE N/A**

**SCHEDULE 6 – IMPLEMENTATION AND TESTING N/A**



## SCHEDULE 7 - FINANCIAL MATTERS

### 7.1 Charging and Invoicing

The Authority will pay the monthly cost as set out below as retainer for the PR services specified within the statement of requirement. This monthly cost will be fixed for the duration of the contract including any extension options. The monthly cost will include ordinary course expenses, including but not limited to administrative costs and cost of travel.

Any additional Call-offs from the contract shall be priced against the agreed rate card below and discounted in consideration of the retainer charge.

Before payment can be considered, each invoice must include a detailed elemental breakdown of services delivered and the associated costs in consideration of the retainer.

The contract value is capped at £100,000.00 for the duration of the contract, including extension options.

#### Monthly Retainer Costs

Task 1 Work with UKGI to develop and deliver a comprehensive communication strategy to position UKGI as 'the government centre of excellence in corporate finance and governance' and an effective steward of the government • To increase the profile of the organisation and engage the media to enhance and protect the reputation and public profile of UKGI/UKFI; • UKGI's proactive communications planning should seek to achieve their objectives set out above principally through background briefings and relationship-building with its audiences. On-the-record commentary should be reserved for instances where the organisation either cannot avoid making a statement or where it has a planned set-piece announcement, such as a disposal. Similarly, its reactive preparedness should seek to anticipate scenarios across the portfolio that bears relevance to it as a shareholder assets.	Grade Level/Person Responsible	Number of Hours	Total
		Board Level	7
	Senior Level	6	REDACTED
	Mid Level	1	REDACTED
	Junior Level	-	-
<b>Total for Task 1</b>		14	£2,800.00

Task 2 • Work with UKGI / UKFI to develop appropriate communications materials (press notices briefing notes, RNS's etc.); • Provide on-going support including a daily email media intelligence digest (media monitoring both traditional and social media) and providing insights into the media landscape. Also to include, where necessary, intra-day coverage reports/call logs on days of announcements, or relevant breaking	Grade Level/Person Responsible	Number of Hours	Total
		Board Level	4
	Senior Level	5	REDACTED
	Mid Level	3	REDACTED
	Junior Level	2	REDACTED



<p>stories</p> <ul style="list-style-type: none"> <li>• Act as UKGI / UKFI Public Relations Function/Press Office handling reactive media enquiries as required</li> </ul>				
<b>Total for Task 2</b>			14	REDACTED
<p><b>Task 3</b> Media training for identified key figures in UKGI / UKFI</p>	<p><b>Grade Level/Person Responsible</b></p>	<p><b>Number of Hours</b></p>	<p><b>Total</b></p>	
	Board Level	4	REDACTED	
	Senior Level	2	REDACTED	
	Mid Level	-	-	
	Junior Level	-	-	
<b>Total for Task 3</b>			6	REDACTED
<p><b>Task 4</b> •Set out a 6 – 12 month programme to re-launch UKGI and re-inform audiences about UKFI and its role. We would expect to see a phased approach starting with immersion, getting to know the two organisations, preparation, developing appropriate communications strategies and products and final a delivery phase, using a full mix of proactive PR tactics and tools to support UKGI and UKFI's policy aims.</p>	<p><b>Grade Level/Person Responsible</b></p>	<p><b>Number of Hours</b></p>	<p><b>Total</b></p>	
	Board Level	3	REDACTED	
	Senior Level	2	REDACTED	
	Mid Level	1	REDACTED	
	Junior Level	-	-	
<b>Total for Task 4</b>			6	REDACTED
<b>Total Monthly Cost</b>			40	REDACTED

**Any additional call offs from the agreement (those duties not included within the statement of requirement and listed in the monthly pricing schedule) will be priced against using the following discounted rates.**

**The Authority will be provided with a breakdown of the rates against hours required and level of seniority for any additional call off activities under the contract.**

### Rate Card Costs

Role	Level of Seniority	Suppliers Discounted Day Rate	Hourly Rate
Joint Project Leader, strategic consultancy, programme development and implementation, drafting of materials and media handling	Board Level	REDACTED	REDACTED
Strategic consultancy, programme development and implementation, drafting of materials and media handling, day-to-day coordination	Senior Level	REDACTED	REDACTED
Programme support, media handling, execution and monitoring	Mid Level	REDACTED	REDACTED
Programme support and monitoring	Junior Level	REDACTED	REDACTED
Other (Please identify any other roles that would be utilised during the contract to meet the requirements set out in Appendix B.)	n/a	n/a	0

7.1.1 The Authority will pay a set monthly cost as a retainer for the PR services. This monthly cost will be fixed for the duration of the contract including extension options. Any additional Call-offs from the contract shall be priced against an agreed rate card discounted in consideration of the retainer charge.

7.1.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of services delivered and the associated costs in consideration of the retainer.

7.1.3 Payments will be made via a purchase order, which MUST be detailed on any submitted invoices before payment will be made.

7.1.4 The Supplier should ensure all invoices are sent to: Accounts Payable, Finance Team - Finance & HR Operational Services, HM Treasury, Rosebury Court, St Andrew's Business Park, Norwich, NR7 0HS.

**SCHEDULE 8 – GOVERNANCE**

**8.2 CHANGE CONTROL PROCEDURE**

**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:

*[name/ job title/ organisation]*

CCN Reference:

*[unique ref. No., as recorded in Change Control Register]*

Source of change:

*[Customer/ CCS/ Supplier]*

Date CCN  
Raised by  
relevant  
party:

**STAGE 1 - CUSTOMER**

Summary of proposals/  
requirements

This is a variation to the contract between the *[insert authority]* and *[insert supplier]*.

The Terms and Conditions of the Contract apply but with the following amendments:

Reason for change: *[change in customer requirements; savings initiative; change in law/ regulations etc]*

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 <b>(Customer organisation representative)</b>			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 <b>(CCS representative):</b>			
	Signature	Print Name & Position	Date
<b><u>STAGE 2 – SUPPLIER</u></b>			
Comments/ Caveats on requested change	<i>[e.g. proposed implementation route; conditions of delivery]</i>		
<b>CAPITAL / IMPLEMENTATION COST</b>			
Labour			
Materials			
Other Costs			
<b>TOTAL:</b>			
<b>REVENUE COSTS (per annum)</b>			
	<b>Contract Base Rate</b>	<b>Current Contract Rate</b>	
Breakdown			
<b>TOTAL</b>			
<b><u>ABORTIVE COSTS:</u></b>	<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>		

*NB: Any abortive costs to be discussed with the customer before being incurred*

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:

**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**

<b>Contract Name:</b>	XXXX	<b>Contract Ref. No.</b>	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 Management Process  
 Change Control Process map:

**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 :	<p>Further to the current contract expiry date of <i>[insert date]</i> the <i>[insert contracting authority name]</i> wishes to take up the option of a <i>[insert extensions duration]</i> extension to <i>[insert new expiry date]</i> as per the <i>[Contract/ Agreement/ Call off]</i>.</p> <p>The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.</p>
Proposed payment:	<b>In line with the Terms and Conditions of Contract</b>

Required delivery date, with rationale:	<i>[Contract current expiry date]</i>		
Change authorised to proceed to Stage 2 <b>(Customer organisation representative):</b>			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 <b>(CCS representative)</b>			
	Signature	Print Name & Position	Date
<b><u>STAGE 2 – SUPPLIER</u></b>			
Comments/ caveats on requested change:	<i>[e.g. proposed implementation route; conditions of delivery]</i>		
<b>ABORTIVE COSTS :</b>	<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 client before being incurred</i>			
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 ( <b>Supplier Representative</b> ):			
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

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



**SCHEDULE 9 – EMPLOYMENT N/A**



**SCHEDULE 10 – GUARANTEE N/A**