



Crown  
Commercial  
Service

**CABINET OFFICE**

**- AND -**

**OUTSOURCE VOCATIONAL LEARNING LTD**

**ANNEXES**

**RELATING TO**

**THE PROVISION OF APPRENTICESHIP TRAINING FOR  
LEVEL 3 MARKETING AND LEVEL 4 PR &  
COMMUNICATIONS FOR THE CABINET OFFICE**

**CONTRACT REFERENCE: CCDE18A01**

## CONTENTS

<b>ANNEX 1 – TERMS AND CONDITIONS</b> .....	4
1 INTERPRETATION .....	4
2 BASIS OF AGREEMENT .....	5
3 SUPPLY OF SERVICES .....	6
4 TERM.....	6
5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE.....	6
6 PREMISES AND EQUIPMENT .....	7
7 STAFF AND KEY PERSONNEL.....	8
8 ASSIGNMENT AND SUB-CONTRACTING .....	9
9 INTELLECTUAL PROPERTY RIGHTS .....	9
10 GOVERNANCE AND RECORDS.....	10
11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY .....	10
12 FREEDOM OF INFORMATION.....	11
13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA.....	12
14 LIABILITY.....	12
15 FORCE MAJEURE.....	13
16 TERMINATION.....	13
17 COMPLIANCE.....	14
18 PREVENTION OF FRAUD AND CORRUPTION.....	14
19 DISPUTE RESOLUTION.....	15
20 GENERAL .....	15
21 NOTICES .....	16
22 GOVERNING LAW AND JURISDICTION.....	16
<b>ANNEX 2 – PRICE SCHEDULE</b> .....	17
<b>ANNEX 3 – STATEMENT OF REQUIREMENT</b> .....	18
1. PURPOSE.....	20
2. BACKGROUND TO THE CONTRACTING AUTHORITY.....	20
<b>3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT</b> .....	20
<b>4. DEFINITIONS</b> .....	21
2. 21	
<b>5. SCOPE OF REQUIREMENT</b> .....	21
<b>6. THE REQUIREMENT</b> .....	21

---

OFFICIAL

<b>7.</b>	<b>KEY MILESTONES</b> .....	23
<b>8.</b>	<b>AUTHORITY’S RESPONSIBILITIES</b> .....	23
<b>9.</b>	<b>REPORTING</b> .....	24
<b>10.</b>	<b>VOLUMES</b> .....	24
<b>11.</b>	<b>CONTINUOUS IMPROVEMENT</b> .....	25
<b>12.</b>	<b>SUSTAINABILITY</b> .....	25
<b>13.</b>	<b>QUALITY</b> .....	25
<b>14.</b>	<b>PRICE</b> .....	26
<b>15.</b>	<b>STAFF AND CUSTOMER SERVICE</b> .....	26
<b>16.</b>	<b>SERVICE LEVELS AND PERFORMANCE</b> .....	26
<b>17.</b>	<b>SECURITY REQUIREMENTS</b> .....	27
<b>18.</b>	<b>INTELLECTUAL PROPERTY RIGHTS (IPR)</b> .....	30
<b>19.</b>	<b>PAYMENT</b> .....	30
<b>20.</b>	<b>ADDITIONAL INFORMATION</b> .....	30
<b>21.</b>	<b>LOCATION</b> .....	31
	<b>ANNEX 4 – SUPPLIERS RESPONSE</b> .....	33
	<b>(AS PROVIDED WITHIN THE E-SOURCING EVENT)</b> .....	33
	<b>ANNEX 5 – CLARIFICATIONS</b> .....	34
	<b>ANNEX 6 – ADDITIONAL TERMS &amp; CONDITIONS</b> .....	35
	<b>ANNEX 7 – CHANGE CONTROL FORMS</b> .....	36

## ANNEX 1 – TERMS AND CONDITIONS

### 1 INTERPRETATION

#### 1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"><li>(a) Government Department;</li><li>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>(c) Non-Ministerial Department; or</li><li>(d) Executive Agency;</li></ul>
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;

---

OFFICIAL



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

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

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

**2 BASIS OF AGREEMENT**

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

### **3 SUPPLY OF SERVICES**

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

### **4 TERM**

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 1+1+1 years (3 years in total) by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

### **5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**

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

the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
  - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
  - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## **6 PREMISES AND EQUIPMENT**

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the

Supplier or any Staff, other than fair wear and tear.

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

## **7 STAFF AND KEY PERSONNEL**

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
  - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being

replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8 ASSIGNMENT AND SUB-CONTRACTING**

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

## **9 INTELLECTUAL PROPERTY RIGHTS**

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

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

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the

Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **10 GOVERNANCE AND RECORDS**

### **10.1 The Supplier shall:**

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

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

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

## **11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

### **11.1 Subject to clause 11.2, each Party shall:**

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

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

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

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

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

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to

which the Customer transfers or proposes to transfer all or any part of its business;

- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12 FREEDOM OF INFORMATION**

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

### **13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

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

### **14 LIABILITY**

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

14.2 Subject always to clauses 14.3 and 14.4:

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

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

- (a) loss of profits;

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

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

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

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

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

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

## 15 FORCE MAJEURE

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

## 16 TERMINATION

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

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or



labour law.

- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
  - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## 17 COMPLIANCE

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
  - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
  - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
  - 17.5.2 section 182 of the Finance Act 1989.

## 18 PREVENTION OF FRAUD AND CORRUPTION

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing,

---

OFFICIAL

any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## 19 DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and

expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21 NOTICES**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22 GOVERNING LAW AND JURISDICTION**

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



## ANNEX 2 – PRICE SCHEDULE

[REDACTED]

[REDACTED]

**ANNEX 3 – STATEMENT OF REQUIREMENT**

**CONTENTS**

<b>ANNEX 1 – TERMS AND CONDITIONS</b> .....	4
1 INTERPRETATION .....	4
2 BASIS OF AGREEMENT .....	5
3 SUPPLY OF SERVICES .....	6
4 TERM.....	6
5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE.....	6
6 PREMISES AND EQUIPMENT .....	7
7 STAFF AND KEY PERSONNEL.....	8
8 ASSIGNMENT AND SUB-CONTRACTING .....	9
9 INTELLECTUAL PROPERTY RIGHTS .....	9
10 GOVERNANCE AND RECORDS.....	10
11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY .....	10
12 FREEDOM OF INFORMATION.....	11
13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA.....	12
14 LIABILITY .....	12
15 FORCE MAJEURE.....	13
16 TERMINATION.....	13
17 COMPLIANCE.....	14
18 PREVENTION OF FRAUD AND CORRUPTION.....	14
19 DISPUTE RESOLUTION.....	15
20 GENERAL .....	15
21 NOTICES .....	16
22 GOVERNING LAW AND JURISDICTION.....	16
<b>ANNEX 2 – PRICE SCHEDULE</b> .....	17
<b>ANNEX 3 – STATEMENT OF REQUIREMENT</b> .....	18
1. PURPOSE.....	20
2. BACKGROUND TO THE CONTRACTING AUTHORITY.....	20
<b>3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT</b> .....	20
<b>4. DEFINITIONS</b> .....	21
2. 21	
<b>5. SCOPE OF REQUIREMENT</b> .....	21
<b>6. THE REQUIREMENT</b> .....	21

<b>7.</b>	<b>KEY MILESTONES</b> .....	23
<b>8.</b>	<b>AUTHORITY’S RESPONSIBILITIES</b> .....	23
<b>9.</b>	<b>REPORTING</b> .....	24
<b>10.</b>	<b>VOLUMES</b> .....	24
<b>11.</b>	<b>CONTINUOUS IMPROVEMENT</b> .....	25
<b>12.</b>	<b>SUSTAINABILITY</b> .....	25
<b>13.</b>	<b>QUALITY</b> .....	25
<b>14.</b>	<b>PRICE</b> .....	26
<b>15.</b>	<b>STAFF AND CUSTOMER SERVICE</b> .....	26
<b>16.</b>	<b>SERVICE LEVELS AND PERFORMANCE</b> .....	26
<b>17.</b>	<b>SECURITY REQUIREMENTS</b> .....	27
<b>18.</b>	<b>INTELLECTUAL PROPERTY RIGHTS (IPR)</b> .....	30
<b>19.</b>	<b>PAYMENT</b> .....	30
<b>20.</b>	<b>ADDITIONAL INFORMATION</b> .....	30
<b>21.</b>	<b>LOCATION</b> .....	31
	<b>ANNEX 4 – SUPPLIERS RESPONSE</b> .....	33
	<b>(AS PROVIDED WITHIN THE E-SOURCING EVENT)</b> .....	33
	<b>ANNEX 5 – CLARIFICATIONS</b> .....	34
	<b>ANNEX 6 – ADDITIONAL TERMS &amp; CONDITIONS</b> .....	35
	<b>ANNEX 7 – CHANGE CONTROL FORMS</b> .....	36

## **1. PURPOSE**

- 1.1 The Cabinet Office is seeking to establish a contract for the provision of level 3 Marketing which is available and level 4 PR & Communications Assistant (when this becomes available) apprenticeship training and related services.
- 1.2 The contract will be accessible to all Government Departments including Arms Length Bodies (ALB) who wish to undertake Apprenticeships in England.

## **2. BACKGROUND TO THE CONTRACTING AUTHORITY**

- 2.1 The Cabinet Office is a ministerial department which hosts the Government Communication Service (GCS). The GCS is the professional body for people working in communication roles across government. Their aim is to deliver world-class communications that support Ministers' priorities, improve people's lives and enable the effective operation of our public service.

## **3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 3.1 Under the Apprenticeship Reforms, new Apprenticeship Standards will replace the old Specifications for Apprenticeship Standards in England (SASE) Frameworks.
- 3.2 In May 2017 the system for the funding and procurement of apprenticeship training changed with the introduction of the Apprenticeship levy, which requires public sector employers with a pay bill over £3 million each year to make an investment in apprenticeships (0.5% of their annual pay bill)
- 3.3 In August 2015 the government pledged to support 3 million apprenticeships across the UK by 2020. As part of this commitment, the Civil Service has agreed to create approximately 40,000 - 50,000 apprenticeships over the next 5 years. To date we have inducted 47 communications apprentices into the GCS across a wide range of departments and public bodies.
- 3.4 Employers will access the funds through a Digital Apprenticeship Account (DAA) controlled by the Education and Skills Funding Agency (ESFA). The DAA is hosted on a system known as the digital Apprenticeship Service (AS). Each levy-paying employer has a virtual account equivalent in value to its contribution, minus an amount equivalent to the notional contribution for its employees that live in Scotland, Wales and Northern Ireland, plus a government top-up of 10%.
- 3.5 Funds in the Digital Account can only be used to cover the cost of apprenticeship training and end point assessment for apprenticeships undertaken in England. To access the funds employers will need to show, through the AS, that it has a contract for the delivery of a recognised apprenticeship, by a registered provider. For these purposes a registered provider is a training provider that appears on the ESFA Register of Apprenticeship Training Providers (RoATP). Recognised apprenticeships must be approved by the Institute for Apprenticeships, or Specifications for Apprenticeship Standards in England (SASE) Frameworks. Apprenticeship standards and framework are assigned a funding band maximum, above which the ESFA will not contribute to the cost of the training.
- 3.6 The GCS Apprenticeship is a critical part of the GCS Diversity and Inclusion Strategy to recruit, train and develop talented communicators, and establish a strong, diverse pipeline for future leaders in government communications.

- 3.7 The aim of the procurement is to contract with a Supplier of level 3 Marketing and level 4 PR & Communications.
- 3.8 The successful supplier is to provide ongoing support to the apprentice until the completion of the apprenticeship, this may be for a maximum period of 5 years. If an apprenticeship is undertaken in the third year of this contract and the apprenticeship term is 2 years, therefore support is required until completion of the last apprenticeship.
- 3.9 This requirement is to enable all government departments to call off this contract and to put in place individual apprenticeships for level 3 Marketing and level 4 PR & Communications apprenticeships.

#### 4. DEFINITIONS

1.1 Expression or Acronym	1.2 Definition
1.3 AS	1.4 Apprenticeship Service
1.5 DAA	1.6 Digital Apprenticeship Account
1.7 EPA	1.8 End Point Assessment
1.9 ESFA	1.10 Education and Skills Funding Agency
1.11 GCS	1.12 Government Communication Service
1.13 ILR	1.14 Individual Learner Record
1.15 PiP	1.16 Personal Improvement Plan
1.17 RoATP	1.18 Register of Apprenticeship Training Providers
1.19 SASE	1.20 Specifications for Apprenticeship Standards in England

2.

#### 5. SCOPE OF REQUIREMENT

- 5.1 The supplier must be registered on the Education and Skills Funding Agency (ESFA) Register of Apprenticeship Training Providers (RoATP), and provide apprenticeship recruitment and training services.
- 5.2 Provide apprenticeship training as stated in the ESFA and terms and conditions of the apprenticeships for the region of England only.
- 5.3 Apprenticeship training may be undertaken by various government departments. See Annex A for a full list of possible departments.

#### 6. THE REQUIREMENT

- 6.1 The supplier for level 3 Marketing and level 4 PR & Communications apprenticeships shall:
- 6.1.1 Provide new apprentices during the two years of the contract with the option to extend for a further three years (+1+1+1), or up to the maximum contract value of £480,000, whichever is the earlier. Upon reaching either threshold, the Supplier will continue to provide the contracted training programme to

OFFICIAL

apprentices sourced under this contract towards completing their apprenticeship. The support is required for up to a maximum of 5 years.

- 6.1.2 Undertake the development, management, administration and delivery of a training curriculum to deliver business administration apprenticeships. This will include the level 3 Marketing and level 4 PR & Communications framework, and any communications related apprenticeship standards of the same level that are subsequently approved for delivery and published.
- 6.2 The supplier shall:
- 6.2.1 Be a professional and efficient provider of high quality apprenticeship training, who is able to source high calibre candidates for apprenticeships and provide quick and effective customer service to the Authority.
- 6.2.2 Provide advice and guidance to ensure compliance with the new government Apprenticeship Levy.
- 6.2.3 Ensure robust, consistent and appropriate training processes are in place to support the development of apprenticeships across the organisation. This includes, but is not limited to:
- 6.2.3.1 Working with line managers from the Authority to understand their needs, and supplying a point of contact for the Authority to contact with feedback.
- 6.2.3.2 Developing a training programme that ensures the Authority requirements are taken into consideration.
- 6.2.3.3 The development of a Personal Improvement Plan (PIP) if required.
- 6.2.4 Provide the provision of an Individual Learner Record (ILR), to enable apprentices to log the progress of their training and development throughout the scheme.
- 6.2.5 Deliver an End Point Assessment (EPA) process that will lead to the award of a certificate of apprenticeship by a third party certification body (which shall be a registered provider that appears on the ESFA RoATP).
- 6.2.6 Where requested by the Government Communication Service, lead on sourcing, selecting, assessing and recruiting apprentices, including attracting candidates, skills screening, long-listing and shortlisting, interviewing and references.
- 6.2.7 The Supplier will contact professional and academic referees where necessary, and check the eligibility of applicants. The Authority will undertake security vetting when on boarding apprentices. The Supplier will ensure a diverse mix of applicants (including from diverse socio-economic backgrounds), fair and open competition for roles, and will clearly advertise them according to the terms and conditions of employment offered by the

Government Communication Service, including the length of the contract where necessary.

- 6.2.8 Training to be delivered in the London region. Travel will be required for any apprenticeships who are based outside of the London area to attend any training events/courses.
  - 6.2.9 Training to be provided in a variety of delivery methods, GCS envisage predominately classroom based, with options for webinars where relevant.
  - 6.2.10 Regular one to one meetings with the development coach/tutor which can be undertaken via face to face (if the apprentice is based in London), skype or alternative (for regional apprentices). Face to face meetings with the development coach/tutor and for any apprentices based in regional offices to take place at least twice a year.
  - 6.2.11 If there are any performance issues with any of the apprentices' additional support will be required. This will be discussed with the apprentice and the development coach/tutor.
- 6.3 Other Government Departments may use this agreement for level 3 Marketing and level 4 PR & Communications apprenticeships within their own organisation.

## 7. KEY MILESTONES

- 7.1 Within 5 working days of contract award, the Supplier will meet with the Authority to begin the contract, understand the Authority's needs and existing demand.
- 7.2 The Supplier will attend quarterly contract review meetings, to assess progress, review the success of the contract and of the apprentices, and consider new ways of working.
- 7.3 Key milestones for delivery are listed in the table below:

Date	Milestone
Keep in touch event (one day induction led by GCS)	July
Training for line managers	1 day in September
Apprentices start (Approximately 25-30 apprentices)	1 <sup>st</sup> October
Induction/ kick-off event by apprenticeship supplier	1-2 days in early October
Training begins	October onwards
Recruitment of candidates (planning, recruitment and selection)	January onwards

## 8. AUTHORITY'S RESPONSIBILITIES

- 8.1 The Authority will induct apprentices to the organisation, ensure apprentices are supported by their line manager and ensure apprentices are given sufficient time away from their role to complete their apprenticeship.
- 8.2 The Authority will provide apprentices with any training required for their specific role, and mandatory training where necessary.

8.3 The Authority will support the creation of an internal apprenticeship network for apprentices to share knowledge and network.

## 9. REPORTING

2.1 9.1 The Authority will require the Supplier to report, when requested;

9.1.1 The number of apprentices it is providing training to, and their details, including their status in the apprenticeship.

9.1.2 Expenditure against the contract for the provision of training and recruitment services.

9.1.3 Feedback from apprentices on the training they are provided.

9.1.4 Quarterly progress of individual apprentices on their programme of study, escalating any areas of concern.

9.1.5 The scores and marks (final and mock examinations where relevant) received by apprentices on their training, including the overall rate of apprentices from the Authority who complete their apprenticeship training.

9.1.6 Any relevant information regarding the Supplier's status with the ESFA, for example if the Supplier is no longer on the RoATP register.

9.1.7 Data on the diversity statistics of applicants to roles advertised by the Supplier, and the summarised diversity statistics of applicants at application, sift and offer stages

9.1.8 Report on how data is being handled in line with the new Data Protection Laws (GDPR)

9.1.9 Feedback from any authority / regulator undertaking a review of any subcontractors who provide educational training.

## 10. VOLUMES

10.1 Volume will be demand led, dependent on the needs of the Authority and its wider arm's length bodies. As an indicative number, approximately 27 employees began apprenticeships within the last year. The Authority hopes to maintain this figure with an additional 24-30 to start in October 2018. Another intake of apprenticeships may be required at a later date.

See table below with the expected volumes for October 2018, please note this is an estimate and the details and/or volume may change.

Estimated Number of Apprentices	Department	Office location if not London
1	Department for Transport (DfT)	
1	Office of Rail and Road (ORR)	
1	Cabinet Office (CO)	
1	Office for National Statistics (ONS)	

OFFICIAL

4	Foreign and Commonwealth Office (FCO)	
1	Department for Education (DfE)	
4	Ministry of Defence (MOD)	1 Norcross Lancashire, 1 Sutton Coldfield, remainder will be based in London
3	HM Revenue and Customs (HMRC)	
1	Department for the Exit of the EU (DExEU)	
1	Health and Safety Executive (HSE)	Bootle
2	Department for International Development	
1	Department of Health and Social Care (DoH)	
1	Independent Inquiry into Child Sexual Abuse (IICSA)	
1	Department for International Development	
1	Department for International Trade (DIT)	
<b>24</b>	<b>Estimated volumes for next intake</b>	

10.2 In total an estimated 60 apprentices to be undertaken throughout the term of this contract, however given uncertainties in demand, this figure may rise or fall.

1.1 This is a call off contract and as such the Authority cannot guarantee volumes of work. Other Government Departments may wish to use this agreement. The cost of the apprenticeship must include the time and materials to manage the apprenticeships.

## 11. CONTINUOUS IMPROVEMENT

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

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

11.3 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.

## 12. SUSTAINABILITY

12.1 The Supplier should consider social sustainability, including the diversity, when providing recruitment and training services.

## 13. QUALITY

13.1 The Supplier will maintain a high quality of training and coaching for apprentices, and will measure this by gathering feedback from apprentices and reporting the results to the Authority. This feedback will be discussed at quarterly review meetings.

13.2 The Supplier will offer responsive recruitment services which provide high quality candidates to the Authority. The provider will record its progress in this area, including

OFFICIAL

the number of candidates who receive offers from the Authority, and the number who do not.

#### 14. PRICE

14.1 Pricing should be based on the cost of the individual service provided:

14.1.1 The cost of training a **single** apprentice to the level 3 Marketing or level 4 PR & Communications Assistant standard, which would be deducted from the Apprenticeship Levy.

14.1.2 Any other costs not covered by the above.

14.1.3 Prices are to be submitted via the e-Sourcing Suite using Appendix E Price Table. All prices shall be excluding VAT.

14.1.4 Prices to be inclusive of expenses and exclusive of VAT and remain firm for the duration of this contract.

#### 15. STAFF AND CUSTOMER SERVICE

15.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.

15.2 Potential Provider's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.

15.3 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

#### 16. SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target	Service Credits
1	Recruitment of candidates.	Where requested, their Supplier will provide an agreed recruitment strategy within two working days of request raised by the Authority.	95%	50% of non-EFSA fee for each percentage point below the target
2	Commencement of training.	The Supplier is to commence engagement / hold kick-off meeting] with the apprentice within one week of their start date with the Authority.	95%	20% of non-EFSA fee for each percentage point below the target
3	Digital Apprenticeship Account	The Supplier will ensure details of apprentices on the DAA are accurate and up to date, and that the account is updated within 5 working days of the Authority	95%	10% of non-EFSA fee for each percentage point below the target

KPI/SLA	Service Area	KPI/SLA description	Target	Service Credits
		adding a new apprentice to the account.		
4	Quality of service	Rate of apprentices completing their qualification.	65%	20% of non-EFSA fee for each percentage point below the target
5	Quality of Service	Supplier undertakes to collect, analyse and provide readout to Authority on feedback from apprentices undertaking training, on a regular (as agreed with the Authority) basis.	90%	10% of non-EFSA fee for each percentage point below the target

## 2.2

- 16.2 If the Supplier, upon being made aware of their inability to meet any one SLA, is unable to improve its performance within 3 months, after an agreed performance is implemented then the Authority will have grounds to terminate the contract. This in accordance with point 16 in Appendix C.
- 16.3 If the supplier, upon being made aware of any changes to the syllabus, is unable to meet the requirements within 3 months, then the Authority will have grounds to terminate the contract.
- 16.4 Upon termination of the contract, the Supplier will continue to provide training to existing apprentices, but will not be requested or required to recruit or provide training to any new apprentices. The Supplier will be expected to provide a thorough handover if a new Supplier is appointed.

## 17. SECURITY REQUIREMENTS

- 17.1 This paragraph describes the mandatory security requirements that the Supplier shall have in place.
- 17.2 The Supplier shall ensure that the implementation of security controls and how they shall comply with the HMG Security Policy Framework, as detailed at the link below and Industry best practice, is documented, with associated security policies and standards:  
<https://www.gov.uk/government/publications/security-policy-framework>
- 17.3 Any IT systems used by the Supplier to meet the Authority's requirement shall have a Cyber Essentials Scheme Basic Certificate or equivalent at the commencement date of the first Call Off contract, and maintain that certification throughout the life of the contract. Cyber Essential Scheme requirements can be located at:  
2.3 <https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>
- 17.4 Any IT systems used by the Supplier to meet the Authority's requirement must be subjected to periodic independent penetration testing and any significant vulnerabilities

OFFICIAL

identified as part of the penetration testing must be remediated within timeframes agreed with the Authority.

- 17.5 The Supplier shall have the capability to employ encryption to information / Data which shall be sent across a network or extracted by electronic means. Where encryption is used the method of encryption used must be agreed with, and meet the requirements of, the Contracting Authority.
- 17.6 The Supplier shall ensure that any suspected or actual security breaches are reported to Contracting Authorities representative immediately and depending on the impact of the breach, shall be included in monthly/quarterly performance reporting to the Authority.
- 17.7 The Supplier shall comply with all relevant legislation, organisational and cross Government policy and guidelines in relation to Data and asset security.
- 17.8 The Supplier shall provide secure solutions that comply with any restrictions or requirements arising out of the Contracting Authority's security policies. This shall include, but not be limited to:
- Cyber Essentials Scheme Basic Certificate;
  - BS EN ISO 9001 or agreed equivalent;
  - ISO 27001 Information Security Management or agreed equivalent; and
  - HMG Baseline Personnel Security Standard and Counter-Terrorist Check.
- 17.9 The Supplier, their subcontractors and any third party suppliers assured as part of the service, shall show that they are compliant with ISO 27001 Information Security Management with respect to all of the services they shall offer. Any such subcontractors or third parties will be required to have their own security operating procedures that shall be made available to the Contracting Authority to provide assurance of data security.
- 17.10 The Supplier shall ensure that Contracting Authority's information and Data (electronic and physical) shall be collected, held and maintained in a secure and confidential manner and in accordance with the Terms of this Contract.
- 17.11 The Supplier shall be cognisant of supporting HMG compliance with Data Protection Act (DPA) 1998 and with EU data protection legislation/regulation throughout the life of the contract. The Authority's preference is that the Supplier would be able to host Authority data entirely within the UK, and supported entirely by UK based system admin staff, but would consider hosting with the European Economic Area (EEA) as long as the Potential Providers are able to provide assurances that all other security requirements can be met, and subject to compliance with the General Data Protection Regulation.
- 17.12 The Supplier shall take all measures reasonably necessary to ensure that all Supplier Personnel involved in the performance of the Contract are aware of all ongoing Data security and confidentiality requirements.
- 17.13 This paragraph describes the mandatory security vetting / clearance requirements that the Supplier shall fulfil in its entirety as part of the delivery of this Framework Agreement, in line with the Cabinet Office Security Policy Framework (SPF). Full details of the Cabinet Office SPF can be viewed via the link below:

2.4 <https://www.gov.uk/government/collections/government-security>

- 17.14 The Supplier shall have in place security clearance which meets the requirements of the Contracting Authority, and shall ensure full compliance with the standards set out in the following link:
- 2.5 <https://www.gov.uk/government/publications/hmg-personnel-security-controls>
- 2.6 Any pre-employment checks that the Supplier subjects their staff to should be at least equivalent to the Government Baseline Personnel Security Standard (BPSS). In addition, where there is a requirement for any supplier staff to work unsupervised on Authority premises, they will be expected to undergo BPSS checks and National Security Vetting to Counter Terrorism Check (CTC) level before they can do so.
- 17.15 Where a Supplier delivers all or part of the Service from the Contracting Authority's site, the Supplier shall comply with the Contracting Authority's personnel and physical security requirements.
- 17.16 The Supplier shall maintain appropriate staff records for all Supplier Personnel who are involved in activities related to delivery of the products and services within the scope of this this Framework Agreement, and shall make this data available to Contracting Authorities upon request.
- 17.17 The Supplier shall ensure that all employees and key representatives of the Supplier working on Contract shall comply with the Contracting Authority's security clearance requirements.
- 17.18 The Supplier shall ensure that Supplier Personnel provide evidence of their Right to Work in the United Kingdom in line with the Immigration, Asylum and Nationality Act (2006) and the Supplier shall maintain a copy of such evidence. The cost of obtaining any such evidence shall be the responsibility of the Supplier.
- 17.19 The Contracting Authority reserves the right, to review its Security Checking procedure throughout the duration of the Framework Agreement and may require all Supplier employees and all Sub Contractors engaged to provide the Services to have obtained either National Security Vetting clearance or a full criminal records disclosure;
- 17.20 The Supplier shall not charge for the costs of the above. The Authority accepts no liability for costs incurred in the process of obtaining such disclosure certification.
- 17.21 Contracting Authorities may perform audits which may include checking compliance with the security requirements above and/or the additional requirements specified by the Contracting Authority and as mandated by HM Government.
- 17.22 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 17.22.1 refuse admission to the relevant person(s) to the Customer's premises;
- 17.22.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 17.22.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered, and the Supplier shall comply with any such notice.

- 17.23 The Supplier shall, if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 17.24 Procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

## **18. INTELLECTUAL PROPERTY RIGHTS (IPR)**

- 18.1 In accordance with the Terms and Conditions set out in the Appendix C.

## **19. PAYMENT**

- 19.1 This agreement will be used by other government departments and payment details will need to be agreed with the individual departments at the commencement of the apprenticeship.
- 19.2 For supplying training and arranging the end point assessment, the Supplier will receive payments from the apprenticeship levy through the digital Apprenticeship Service, after they have sent an invoice to the Authority. Payments from the levy can only cover training and the end point assessment. The supplier will bill separately for any recruitment costs, which will be paid directly by the Authority.
- 19.3 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 19.4 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

## **20. ADDITIONAL INFORMATION**

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

The New Data Protection Legislation (aka General Data Protection Regulation 'GDPR') which is due to come into force during May 2018, which aims to protect the privacy of all EU citizens and prevent data breaches. It will apply to any public or private organisation processing personal data.

Established key principles of data privacy will remain relevant in the new Data Protection Legislation but there are also a number of changes that will affect commercial arrangements, both new and existing, with suppliers. The new General Data Protection Regulations specify that any processing of personal data, by a Processor, should be governed by a contract with certain provisions included.

The Cabinet Office and other government department contracts involving processing personal data, and which will be in place after 25 May 2018, will require updating to bring them into line with the new regulations.

This will involve updating contract terms based on the generic standard clauses published in Procurement Policy Note 03/17 and ensuring specifications and service delivery schedules reflect the roles and responsibilities between the Controller and the Processor as required by the new regulations.

Any organisation required to comply with the new Data Protection Legislation may incur costs in doing so, especially where new systems or processes are required.



However, these costs are attributable to conducting business in the EU, and not supplying the UK public sector. We expect all suppliers to manage their own costs in relation to compliance.

As the Controller, we will not accept liability clauses where you are indemnified against fines under GDPR as the Processor. The legal penalty regime has been extended directly to Processors to ensure better performance and enhanced protection for personal data. That means indemnifying Processors for any GDPR fines or court claims undermines these principles.

If you are the successful bidder you will be contacted in the coming weeks in relation to varying this contract for Apprenticeships.

You may also have received similar communications from commercial teams across the public sector.

If you would like to know more about the upcoming changes, the Information Commissioner's Office is a useful source of information on the new regulations (ICO Information on GDPR).

## **21. LOCATION**

- 21.1 The location of the apprentices to be deployed include the Authorities premises in London, including departments and arm's length bodies across England.



## 2.7 Annex A

The contract would be accessible to their agencies and public bodies which are detailed further on <https://www.gov.uk/government/organisations>. The list below details an example of government department which may use this agreement.

Cabinet Office (CO)
Department for Digital, Culture, Media & Sport (DCMS)
Department for Transport (DfT)
Department for Environment, Food and Rural Affairs (DEFRA)
Department for Business, Energy and Industry Strategy (BEIS)
Department of Health and Social Care (DoH)
Department for Education (DfE)
Department for International Trade (DIT)
HM Revenue and Customs (HMRC)
Department for Work and Pensions (DWP)
Ministry of Defence (MOD)
Ministry of Justice (MOJ)
Department for the Exit of the EU (DExEU)
Department for International Development (DFID)
HM Treasury (HMT)
Foreign and Commonwealth Office (FCO)
Home Office (HO)
Ministry of Housing, Communities & Local Government
Office of Rail and Road (ORR)
Independent Inquiry into Child Sexual Abuse (IICSA)
Office for National Statistics (ONS)
Health and Safety Executive (HSE)



**ANNEX 4 – SUPPLIERS RESPONSE**

**(As provided within the e-Sourcing event)**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



## **ANNEX 5 – CLARIFICATIONS**

**[REDACTED]**



**ANNEX 6 – ADDITIONAL TERMS & CONDITIONS**

Not Applicable

**ANNEX 7 – CHANGE CONTROL FORMS**

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

**Contract Name:**

**Contract Ref. No.**

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

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

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



Change

Change Control Process map: Management Process

**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:

*[lump sum/ ongoing payments]*

Agreement Ar  
Lesley Harrisc

© Crown copyright 2016



Required delivery date, with rationale:

*[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)]*

Change authorised to proceed to Stage 2  
(Customer organisation representative)

Signature

Print Name & Position

Date

Change authorised to proceed to Stage 2  
(CCS representative):

Signature

Print Name & Position

Date

**STAGE 2 – SUPPLIER**

Comments/ Caveats on requested change

*[e.g. proposed implementation route; conditions of delivery]*

**CAPITAL / IMPLEMENTATION COST**

Labour	
Materials	
Other Costs	
<b>TOTAL:</b>	

**REVENUE COSTS (per annum)**

	Contract Base Rate	Current Contract Rate
Breakdown		
<b>TOTAL</b>		

**ABORTIVE COSTS:**

*[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]*

OFFICIAL



*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:

*[Yes/ no]*

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

Change Control Process map: Management Process

**CLIENT CHANGE NOTICE (CCN)**

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

Initiated by:

*[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 - CLIENT**

Summary of proposals/  
requirements :

Further to the current contract expiry date of *[insert date]* the *[insert contracting authority name]* wishes to take up the option of a *[insert extensions duration]* extension to *[insert new expiry date]* as per the *[Contract/ Agreement/ Call off]*.

The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.



Proposed payment:	<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>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 <b>(CCS representative)</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	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	<input type="text"/>		
<b>[Supplier name, as appears in the contract]</b> confirms that the costs identified above are the agreed figures that will be payable on CCN implementation			



Signed ( <b>Supplier Representative</b> ):	<input type="text"/>
Print Name & Position:	<input type="text"/>
Date:	<input type="text"/>

**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:	<input type="text"/>	Date:	<input type="text"/>
Supplier response	<input type="text"/>	Date:	<input type="text"/>

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

Variation Withdrawn	<input type="text" value="[Yes/No]"/>
---------------------	---------------------------------------

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

Signed <b>(Customer Representative)</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Signature	Print Name & Position	Date
Change authorised to proceed to implementation <b>(CCS):</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>

==== Signature ===== O 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