



Crown
Commercial
Service

HER MAJESTY'S TREASURY

- and -

EML LEARNING LIMITED

ANNEXES

relating to

HMT GRADUATE DEVELOPMENT PROGRAMME – LOT 2

CCZP16A29

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Critical Service Level Failure”	means any instance of critical service level failure specified in Annex 2 to Part A of Schedule 1 (Service Levels, Service Credits and Performance Monitoring);
“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;
“Performance Monitoring”	has the meaning given to it in paragraph 9.1 of Part B of Schedule 1 (Service Levels, Service Credits and Performance Monitoring);

Reports”

“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;

“Prohibited Act” means any of the following:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Contracting Authority or other Contracting Authority or any other public body 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) committing any 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 Customer; or

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;

“Purchase Order Number” means the Customer’s unique number relating to the supply of the Services;

“Request for Information” has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);

“Service Credit Cap” (a) in the period of 12 months from the Start Date, 20% of the Charges; and
(b) during the remainder of the Term, 20% of the Charges paid and/or due to be paid to the Supplier under this Agreement in the period of 12 months immediately preceding the period in respect of which Service Credits are accrued;

“Service Credits” means any Service Credits specified in Annex 1 to Part A of Schedule 1 (Service Levels, Service Credits and Performance Monitoring) being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;

“Service Level” means the level of credits to be applied as detailed in Schedule 1

Credits”

“Service Level Failure”	means a failure to meet the Service Level Threshold in respect of a Service Level Performance Criterion;
“Service Level Threshold”	shall be as set out against the relevant Service Level Performance Criteria in Annex 1 of Part A of Schedule 1 (Service Levels, Service Credits and Performance Monitoring);
“Service Levels”	means any service levels applicable to the provision of the Services under this Contract specified in Schedule 1 (Service Levels, Service Credits and Performance Monitoring);
“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(s) of up to 24 months 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,

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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 vests with the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services, including any modifications to or derivative versions of any such intellectual property rights, which the

Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

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

10 GOVERNANCE AND RECORDS

- 10.1 The Supplier shall:

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

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

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

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

- 11.1 Subject to clause 11.2, each Party shall:

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

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

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

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

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

11.2.3 on a confidential basis, to its professional advisers;

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

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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

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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

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

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

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- 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, 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 SERVICE LEVELS AND CREDITS

- 22.1 This Clause 22 shall apply where the Customer has specified Service Levels and Service Credits in the Agreement. Where the Customer has specified Service Levels but not Service Credits, only sub-clauses 22.2, 22.3 and 22.7 shall apply.
- 22.2 When this Clause 22.2 applies, the Parties shall also comply with the provisions of Annex 1 to Part A (Service Levels and Service Credits) of Schedule 1 (Service Levels, Service Credits and Performance Monitoring).
- 22.3 The Supplier shall at all times during the Agreement Term provide the Services to meet or exceed the Service Level Performance Measure for each Service Level Performance Criterion.
- 22.4 The Supplier acknowledges that any Service Level Failure may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in Part A of Schedule 1 (Service Levels, Service Credits and Performance Monitoring) including the right to any Service Credits.
- 22.5 The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the loss that may be suffered by the Customer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 22.6 A Service Credit shall be the Customer's exclusive financial remedy for a Service Level Failure except where:
- 22.6.1 the Supplier has over the previous (twelve) 12 Month period accrued Service Credits in excess of the Service Credit Cap;
- 22.6.2 the Service Level Failure:
- 22.6.2.1 exceeds the relevant Service Level Threshold;
- 22.6.2.2 has arisen due to a Prohibited Act or wilful Default by the Supplier or any Supplier Personnel; and
- 22.6.2.3 results in:
- (a) the corruption or loss of any Customer Data (in which case the remedies under Clause 13 (Protection of Personal Data and Security of Data) shall also be available); and/or
- (b) the Customer being required to make a compensation payment to one or more third parties; and/or
- 22.6.3 the Customer is otherwise entitled to or does terminate this Agreement pursuant to Clause 16 (Termination).

23 CRITICAL SERVICE FAILURE

- 23.1 This Clause 23 shall apply if the Customer specified both Service Credits and Critical Service Level Failure in the Contract.
- 23.2 On the occurrence of a Critical Service Level Failure:
- 23.2.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 23.2.1.2 the Customer shall (subject to the Liability cap set out in Clause 14 (Liability)) be entitled to withhold and retain as compensation for the Critical Service Level Failure a sum equal to any Agreement Charges which would

otherwise have been due to the Supplier in respect of that Service Period
("Compensation for Critical Service Level Failure"),

provided that the operation of this Clause 23.2 shall be without prejudice to the right of the Customer to terminate this Agreement and/or to claim damages from the Supplier for material default as a result of such Critical Service Level Failure.

23.3 The Supplier:

23.3.1.1 agrees that the application of Clause 23.2 is commercially justifiable where a Critical Service Level Failure occurs; and

23.3.1.2 acknowledges that it has taken legal advice on the application of Clause 23.2 and has had the opportunity to price for that risk when calculating the Agreement Charges.

24 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.

SCHEDULE 1: SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

1. SCOPE

1.1 This Schedule 1 (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels which the Supplier is required to achieve when providing the Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Services will be monitored.

1.2 This Schedule comprises:

1.2.1 Part A: Service Levels and Service Credits;

1.2.2 Annex 1 to Part A: Service Levels and Service Credits Table; and

1.2.3 Part B: Performance Monitoring.

PART A: SERVICE LEVELS AND SERVICE CREDITS

1. GENERAL PROVISIONS

- 1.1 The Supplier shall provide a proactive Agreement manager to ensure that all Service Levels in this Agreement are achieved to the highest standard throughout the Term.
- 1.2 The Supplier shall provide a managed service through the provision of a dedicated Agreement manager where required on matters relating to:
 - 1.2.1 Supply performance;
 - 1.2.2 Quality of Services;
 - 1.2.3 Customer support;
 - 1.2.4 Complaints handling; and
 - 1.2.5 Accurate and timely invoices.
- 1.3 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in the table in Annex 1 to this Part A of this Schedule will result in Service Credits being issued to Customers.

2. PRINCIPAL POINTS

- 2.1 The objectives of the Service Levels and Service Credits are to:
 - 2.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
 - 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
 - 2.1.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

3. SERVICE LEVELS

- 3.1 Annex 1 to this Part A of this Schedule sets out the Service Levels the performance of which the Parties have agreed to measure.
- 3.2 The Supplier shall monitor its performance of this Agreement by reference to the relevant performance criteria for achieving the Service Levels shown in Annex 1 to this Part A of this Schedule (the "**Service Level Performance Criteria**") and shall send the Customer a report detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 3.3 The Supplier shall, at all times, provide the Services in such a manner that the Service Levels Performance Measures are achieved.
- 3.4 If the level of performance of the Supplier of any element of the provision by it of the Services during the Agreement Term:
 - 3.4.1 is likely to or fails to meet any Service Level Performance Measure or

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- 3.4.2 is likely to cause or causes a Critical Service Level Failure to occur,
- 3.4.3 the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under Clause 23 of this Agreement (Service Levels and Credits), may:
- (a) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
 - (b) if the action taken under paragraph (a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with an agreed rectification plan; or
 - (c) if a Service Level Failure has occurred, deduct from the Agreement Charges the applicable Service Level Credits payable by the Supplier to the Customer in accordance with the calculation formula set out in Annex 1 of this Part A of this Schedule; or
 - (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 23 of this Agreement (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in Clause 16.2 of this Agreement in relation to material breach).

3.5 Approval and implementation by the Customer of any rectification plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

4. SERVICE CREDITS

4.1 Service Credits are set out in the table at Annex 1 to Part A.

5. NATURE OF SERVICE CREDITS

NOT USED

6. SERVICE CREDIT CAP

6.1 As per the definition set out in this Contract.

NOT USED

ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE

Service Level Performance Criterion	Service Level Performance Measure	Service Level Threshold	Service Credit
1. Refresh and delivery of module 1 for each cohort to the time agreed within the programme schedule	Delivery of module 1 on time, which includes engagement with the Customer 3 months before each cohort commences, and delivery of refreshed programme content 1 month before cohort programme begins	Customer is engaged no less than 3 months before programme cycle to being refresh work 100% successful delivery of each module	1 percentage point reduction in the payment for each working day over the deadline. Capped at 10% of the total amount payable for said module value.
2. For module 1 develop, issue, assess and report on the assessments issued	Delivery and reporting of assessments on time	100% successful delivery of assessments	1 percentage point reduction in the payment for each working day over the deadline. Capped at 10% of the total amount payable for said module value.

PART B: PERFORMANCE MONITORING

7. PRINCIPAL POINTS

- 7.1 Part B to this Schedule provides the methodology for monitoring the provision of the Services:
- 7.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 7.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services ("**Performance Monitoring System**").
- 7.2 Within twenty (20) Working Days of the Agreement Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

8. REPORTING OF SERVICE FAILURES

- 8.1 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in paragraph 7.1.2 of Part B of this Schedule above.

9. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 9.1 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 7.2 of Part B of this Schedule above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 9.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 9.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 9.1.3 any Critical Service Level Failures and details in relation thereto;
 - 9.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 9.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 9.1.6 such other details as the Customer may reasonably require from time to time.
- 9.2 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**performance review meetings**") on a monthly basis (unless otherwise agreed). The performance review meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The performance review meetings shall (unless otherwise agreed):

- 9.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
 - 9.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;
 - 9.2.3 be attended by the Supplier's Representative and the Customer's Representative; and
 - 9.2.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.
- 9.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 9.4 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

10. SATISFACTION SURVEYS

- 10.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Services.
- 10.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Agreement.
- 10.3 All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 18 of this Agreement (Continuous Improvement).

SCHEDULE TWO: COLLABORATIVE WORKING PRINCIPLES FOR THE CONTRACT

1. PURPOSE OF COLLABORATION

1.1 The purpose of this Schedule is to:

- (i) document how the Supplier will collaborate and co-operate with the other suppliers in providing learning and development services to the Customer;
- (ii) promote collaboration and co-operation among the collaborating suppliers and the Customer, to enable and facilitate:
 - (A) the achievement of the contract delivery; and
 - (B) delivery by each of the collaborating suppliers of learning and development services in accordance with the terms of their respective contracts.

1.2 The Supplier shall collaborate with the other suppliers and with the Customer to:

- (i) ensure the smooth and effective delivery of an end-to-end service to the Customer;
- (ii) ensure continuity of services in respect of collaborating suppliers' obligations under their respective contracts;
- (iii) deliver continuous improvement of, and better value for money from the end-to-end service; and
- (iv) minimise any disruption as a result of the learning and development programme or otherwise.

1.3 The Supplier shall individually, and collectively with other suppliers, work to ensure that the Services shall deliver, and not conflict with, the customer's contract delivery.

2. REQUIRED BEHAVIOURS

2.1 In order to ensure the effective delivery of the customer contract delivery the Supplier shall, and shall procure that its relevant personnel and sub-contractors shall (where it is necessary and/or desirable to do so), demonstrate the following behaviours in working with the other suppliers:

- (i) **Collaborative intention:** the Supplier shall maintain a genuine non-defensive presence and make a commitment to mutual success in its relationships with the customer and the other suppliers;
- (ii) **Openness:** the Supplier shall commit to both telling the truth and listening to the truth, and to contributing to a culture of openness that allows all the collaborating suppliers and the Customer to feel safe enough to discuss concerns, resolve incidents, solve problems and deal directly with difficult issues;
- (iii) **Self accountability:** the Supplier shall take responsibility for its circumstances and the choices it makes either through its action or failing to act as well as the intended and unforeseen consequences of these actions. The Supplier shall focus on the solution to an incident, problem or issue rather than seeking to blame the Customer or any of the other suppliers;

- (iv) **Self-awareness and awareness of others:** the Supplier shall commit to understanding its own organisation and issues within its own organisation as well as understanding concerns, intentions and motivations of the Customer and the other suppliers as well as the culture and context of the Customer and the other suppliers' circumstances; and
- (v) **Problem solving and negotiating:** the Supplier shall use problem-solving methods that promote a co-operative atmosphere and avoid fostering covert, overt, conscious or unconscious enmity, conflicts or point-scoring.

3. COLLABORATION OBLIGATIONS

- 3.1 The Supplier shall, and shall procure that its relevant personnel and Sub-contractors shall (where it is necessary and/or desirable to do so), co-operate fully with each of the other suppliers and with the Customer and provide such co-operation, support, assistance and information to each of the other suppliers and to the Customer as is necessary in order to:
- (i) ensure the orderly provision of a seamless end-to-end service to the Customer in accordance with all policies and procedures and technical interface standards that are specified by the Supplier (in accordance with any delegated Customer given to them by the Customer and by the Customer as such may be amended or replaced from time to time as agreed between the parties;
 - (ii) avoid hindering the provision of learning and development services to the Customer under the contracts by any of the other suppliers;
 - (iii) facilitate the delivery of the learning and development services by the other Suppliers in accordance with the terms of their respective contract;
 - (iv) avoid any unnecessary duplication of effort;
 - (v) avoid undue disturbance to the Customer; and
 - (vi) undertake all such tasks and activities as may be necessary to integrate the Supplier's systems and the services with all other relevant systems and services of other suppliers under this agreement.
- 3.2 The Supplier's obligations set out under paragraph 4.1 shall include, but not be limited to ;
- (i) working with other suppliers in good faith to ensure integration and interfacing where services are subject to inter-party dependencies, including identifying inter-party dependencies, establishing protocols for ways of working;
 - (ii) assisting with quality assurance analysis to be undertaken by the Customer, the Supplier or any of the other suppliers;
 - (iii) providing prompt access to any of its resources, systems, software and materials that may be reasonably required by the other suppliers and the relevant members of their groups to enable them to provide learning and development services to the Customer in accordance

with the terms of their respective contracts, and to deal with security and/or compliance issues, assessments and actions;

- (iv) promptly providing other suppliers and the relevant members of their groups with all relevant information that may be reasonably required by the other suppliers to provide learning and development services to the Customer in accordance with the terms of their respective contracts;
- (v) promptly escalating any issues, incidents or perceived problems; and
- (vi) where the Supplier anticipates or discovers a potential or actual non-compliance with its obligations under this agreement, and it is aware that such non-compliance may have an impact on the performance of learning and development services to the Customer by any of the other suppliers, notifying such other supplier and the Customer as soon as reasonably practicable.

4. PRINCIPLES OF CO-OPERATION

4.1 The Supplier shall, and shall procure that its relevant personnel and sub-contractors shall (where it is necessary and/or desirable to do so), provide co-operation, support, information and assistance (as required under Paragraphs 3.1 and 3.2) in accordance with the following principles;

- (i) the principle that each collaborating supplier shall provide its co-operation, support, information and assistance in a proactive, transparent and open way and in a spirit of trust and mutual confidence;
- (ii) the principle of "fix first, discuss later", requiring that each collaborating supplier shall concentrate on solving an incident or problem as expeditiously and cost-effectively as possible and leave any disputes as to which collaborating supplier is responsible, which collaborating supplier should bear the cost of fixing the incident or problem and any associated legal issues until resolution of the relevant incident or problem;
- (iii) the principle that co-operative behaviour and overall cost efficiency should be promoted. Accordingly, this principle means that collaborating suppliers shall in good faith:
 - (A) take the cost impact of its choice on the other collaborating suppliers into consideration when making such choice; and
 - (B) refrain from knowingly choosing an option which would significantly and without justification increase the costs of any of the other collaborating suppliers or of the Customer and;
- (iv) the principle that, in setting up cross-supplier teams for delivery of projects and/or services for the Customer, the Collaborating Suppliers shall work on a matrix system and choose the best resource for each role rather than duplicating roles for more than one Collaborating Supplier.

5. PERFORMANCE MANAGEMENT

- 5.1 The Supplier's demonstration of the Required Behaviours (set out in Paragraph 3 above), its performance of the Collaboration Obligations (set out in Paragraph 4 above) and its compliance with the Principles of Co-operation (set out in Paragraph 5 above) will be measured in accordance with the performance management scheme.

6. COLLABORATION CHARGES

- 6.1 The Supplier acknowledges that the charges will be its sole remuneration for the performance of its collaboration obligations under this schedule, and that neither it nor any of its personnel will vis-à-vis the Customer be entitled to any fees or any other remuneration for the performance of its obligations under this schedule.
- 6.2 The Supplier acknowledges that neither it, nor any of its personnel will vis-à-vis the other suppliers or their personnel, be entitled to any fees or any other remuneration for the performance of its obligations under this schedule, except if otherwise agreed between the relevant suppliers.

ANNEX 2 – PRICE SCHEDULE

2.1 SUPPLIER'S PRICING PROPOSAL

REDACTED

ANNEX 3 – STATEMENT OF REQUIREMENT

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1. PURPOSE

- 1.1 To co-design, programme manage and facilitate the Authority's flagship graduate development programme. This 10-month programme runs twice a year for new Range D (Civil Service Higher Executive Officer/Senior Executive Officer grades equivalent) policy advisors, who join the Authority in April and September. The Authority is seeking new suppliers to deliver this programme from September 2017.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Authority is the Government's economic and finance ministry, maintaining control over public spending, setting the direction of the UK's economic policy and working to achieve strong and sustainable economic growth. The Authority aims to be a high performing organisation, able to work effectively with its many stakeholders.
- 2.2 The Authority's vision is for every member of staff to play a full, productive and valued role in ensuring it operates as a high-performing organisation, in an environment that fully reflects its values and is a rewarding, and supporting place to work, with a wide diversity of backgrounds, styles, and working patterns.
- 2.3 The Authority recruits c.70-80 new graduates at Range D level on an annual basis. They are recruited on the basis of their intellectual and analytical abilities, tested through a robust multiple-stage graduate recruitment process. The majority of the Range Ds recruited in this method are new to the Civil Service and have recently completed undergraduate or postgraduate qualifications. Some may join via the graduate recruitment method, but come from elsewhere in the public or private sector.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

Programme development and objectives

- 3.1 This is the Authority's flagship entry level programme for new policy advisors, recruited through the Authority's Graduate Recruitment Scheme. The programme was first introduced in September 2015 as part of the Authority's change programme, 'Building a Great Treasury'. The graduate programme is a step change in the training offer to new policy advisors and is sponsored by members of the Authority's senior civil service (SCS) including the Head of Policy Profession.
- 3.2 The programme provides a consistent learning framework for all graduate policy advisors, including graduates recruited to the Authority via the Government Economic Service, to acquire the core set of skills required for the policy profession. The programme is structured around the central policy profession principles, and the Authority's specific framework for policy knowledge and skills (the 'Policy Professionalism Framework'). The Authority is currently developing a complementary policy leadership programme for new Range E's (Civil Service Grade 7 equivalents) to support the transition for policy professionals, which build on the foundations of this programme.
- 3.3 The programme's objectives are to:
- 3.3.1 Provide an integrated and coherent learning pathway to support the length of the Range D's first post (18 months) and beyond, into their second post (at 18 to 36 months); and to ensure the learning journey is positive, engaging, enriching and enjoyable.

- 3.3.2 Utilise a range of learning interventions that build on each other, in modular format. These interventions should become embedded, reflect the Authority's core values (challenging, appreciative, collaborative and open) and be applied in the work environment.
- 3.3.3 Put all aspects of the learning into the Authority's context, through real life examples and experiences demonstrated via case studies, activities, and expert colleagues.
- 3.3.4 Build in appropriate assessment and feedback mechanisms throughout the programme, to demonstrate application of the programme's learning, and standards against the Authority's core values, and policy principles, have been met.

Programme content and delivery format

- 3.4 The formal training elements of the programme comprise of four learning modules, spaced out over 10 months. These modules are delivered through case studies, e-learning, desk-learning, seminars and group work. The modules are designed to build on each other, together forming a coherent programme. After 18 months, the Range Ds rotate into a second post, intended to build on their strengths and development areas identified throughout the programme. The rotation for the programme's first cohort from September 2015 is due to take place by Spring 2017.
- 3.5 The Authority has worked with existing suppliers to co-design, and in certain modules, co-deliver the learning. Each session within the four modules of the programme has a lead sponsor and working level contact from within the Authority. They are responsible for structuring the design of the session with the lead supplier, providing the Authority's context of that session to ensure the quality of learning is appropriate, challenging, and relevant.
- 3.6 The Authority has run three cycles of the programme to date, with two further cohorts due to start in 2017. Annex A provides an overview of the current delivery format of the programme. The programme's modules are split into:
 - 3.6.1 **Module 1 – 'Getting ready for work at the Treasury'**: this is the introductory module that takes place over 13 days (2.5 weeks) that predominantly focuses on an introduction to government, ministers and the civil service; before focusing on the policy principles and application of economics in government. This module also introduces personal impact awareness, building relationships with stakeholders, and methods of effective communication.
 - 3.6.2 **Modules 2 to 4 – 'Building skills and expertise'**: these modules are delivered between months 3 to 10 of the programme and usually each take place over 3-4 days. These modules focus on the Authority's core business areas (including public spending, tax and growth and productivity), further application of economics in government; introduction of a diagnostic tool to identify behavioural preferences, and the development of negotiation and oral communication skills.

- 3.7 The graduate development programme has led to a marked improvement to the quality of training provided to new Range Ds. 81% of the programme's first Range D cohort rated the effectiveness of their induction as 'excellent' or 'good', compared to 62% of Range Ds who were not enrolled on the programme. The programme has also supported their development by providing them with the tools to excel as any Range D in the department - 80% of the first cohort were confident they would be successful in their role, and reported high satisfaction levels of their overall induction experience. The Authority would expect the programme to maintain this level of engagement and success to date.
- 3.8 The programme content is refreshed on a regular basis ahead of delivery of each cycle, to take into account developments within the Authority's business, feedback from participants and senior management, and other relevant factors. The Authority is also looking for new ideas, and new content, to add into the existing module format, following a review of running three cycles to date. These are set out in more detail in para 4.
- 3.9 To ensure this is achievable, the successful Supplier will need to gain credibility with the programme's participants from the outset, as well as the Authority's senior sponsors and working level contacts, to ensure the quality of the programme content is intellectually engaging and suitably pitched for this group of high calibre Range Ds.
- 3.10 The Lots the Authority is seeking bids for are:
- Lot 1:** End to end management and co-design of the full programme from modules 1 to 4; and the design, delivery/facilitation of behavioural and coaching elements which include stakeholder management, effective communication and negotiation skills – tailored specifically to the Authority.
- Lot 2:** Co-design and delivery/facilitation of the policy making process elements in module 1, to focus on policy analysis, approaches to policy making, implementation, communication and delivery – tailored specifically to the Authority.
- 3.11 The programme relies on personnel with expertise in policy making and behavioural and coaching techniques. The Authority has therefore split the bid into two lots. A main Supplier (Lot 1) will be assigned to project manage the programme in the case of multiple Suppliers, to ensure consistency for the programme's learning objectives.
- 3.12 Any Potential Provider bidding for either Lot 1 or 2 may also bid for the other Lot, or not. Any Potential Provider bidding only for Lot 2 must be willing to work with a 3rd party Lot 1 Supplier, or vice-versa. Similarly, all Supplier(s) must be willing to work with other suppliers as appointed by the Authority to deliver the programme.

4. THE REQUIREMENT

Overall programme requirements

- 4.1 The Authority will expect the Supplier to:
- 4.1.1 Review the existing programme design and content, and develop new content where required, in collaboration with the Authority's senior sponsors and working level contacts. This will also involve conducting a thorough handover with the existing suppliers of the April 2017 programme.
 - 4.1.2 Review programme content in the lead up, delivery, and post-delivery, of each module and programme cycle (in particular, the policy learning), to ensure they continue to reflect the policy standards and core values of the Authority (challenging, appreciative, collaborative and open).
 - 4.1.3 Work in collaboration with other programme Suppliers as set out in Appendix C Schedule 2 in the event of multiple Suppliers, to ensure the programme delivers a seamless learning experience that reflects the above standards in para 4.1.2.
 - 4.1.4 Be available for regular on-site meetings in London, and to have sufficient resources to deliver the design work, particularly in preparation for Modules 1 and 2.

Requirements for Lot 1: Programme management and behavioural development

- 4.2 In addition to the overall programme requirements set out in Section 4.1, the Supplier for Lot 1 will specifically be required to:
- 4.2.1 Manage and oversee the delivery of modules 1 to 4 of the programme, including the development of all programme logistics e.g. pre-course materials, programme venue, session resources and all communications with participants across the length of the programme, for multiple cycles on an annual basis. These will take place before, during and after delivery of each module of the programme.
 - 4.2.2 Take ownership of the learning interventions across modules 1 to 4 to ensure they are designed appropriately to deliver a cohesive learning journey for the programme's participants. They must ensure the Authority's objectives are maintained throughout. This will involve working closely with the content of, and personnel from, a third party supplier delivering Lot 2.
 - 4.2.3 Manage a third party supplier delivering Lot 2, to resolve disputes or remedies in accordance to the Appendix C Schedules 1 and 2.
 - 4.2.4 Build in the Authority's core values (challenging, appreciative, collaborative, and open) to ensure they are reflected throughout the programme and underpin the design and delivery of all learning interventions across modules 1 to 4.
 - 4.2.5 Deploy personnel on the programme with the relevant expertise and qualifications to deliver technical and/or behavioural elements in an

engaging style, and the ability to flex training interventions to best match individual learner and organisation needs.

4.2.6 Review, design, deliver and facilitate the behavioural development sessions across modules 1 to 4. These sessions currently include:

- Developing and understanding learning styles;
- Behaviours and how to achieve success in the civil service;
- Developing personal awareness and impact;
- Understanding working styles and working effectively with others;
- Giving and receiving feedback; and
- Mapping personal development goals.

4.2.7 Design, deliver and facilitate two new softer skills sessions, currently delivered through off the shelf solutions, on:

- **Effective oral communication** – putting this into practice in the Authority’s environment; and
- **Negotiation and influencing skills** – particularly with stakeholders of relevance to the Authority.

The Authority requires the option for the Supplier to also deliver these sessions for the April 2017 intake programme in modules 3 and 4, which are expected to run in October 2017 and January 2018 (please refer to Annex B for cohort cycles).

4.2.8 Review, design, deliver and facilitate the ‘working with stakeholders’ session, to explore an array of tools and techniques for building relationships with a broad range of stakeholders; and why it matters to the Authority. This must be developed in conjunction with the negotiation and influencing skills session referenced above in para 4.2.7 and representatives from the Authority’s stakeholder management network.

4.2.9 Review, design, develop, implement and maintain the participant’s assessments throughout the programme, to measure the participant’s application of the learning provided on the programme, to their role. The current form of assessments include applied learning on the policy making and economics days, and multiple choice questions for the ‘knowledge’ sessions.

4.2.10 Review, build and undertake appropriate evaluation to measure the success of, and improvements to, the programme on a continuous basis. Specifically, how the programme impacts the individual’s development in their role, but also the Authority’s performance in meeting set objectives as outlined in para 3. This will involve suggestions to enhance the programme

as it continues to evolve. The evaluation points should be undertaken at the 1 month, 3 month and 12 month stages of the programme, for each cohort cycle. The evaluation format will be agreed with the Authority.

4.2.11 Work in collaboration with, and support, the Authority's HR team, senior sponsors and working level contacts, on learning design and delivery styles, to ensure that programme content is intellectually engaging, and relevant to the Authority's perspective.

4.3 Potential Providers are to note the Key Personnel clause 7.3 in Appendix C. Key Personnel put forward for managing Lot 1, shall remain available throughout the duration of the Contract to fulfil the Authority's requirements.

Requirements for Lot 2: Policy making process

4.4 In addition to the overall programme requirements set out in para 4.1, the Supplier for Lot 2 will specifically be required to:

4.4.1 Understand central government and the policy making process, and provide personnel with experience of working in the profession, who can demonstrate expertise in tailoring technical knowledge to the Authority's context.

4.4.2 Review, design, deliver and facilitate the policy making sessions in module 1, structured around the Authority's policy principles (purpose, evidence, creativity, options, stakeholders and implementation) that are currently split across four days of:

4.4.2.1 **Day 1: Introduction to the policy making cycle:** introduce the Authority's policy principles; the policy making toolkit; the challenges in policy making; the policy professionalism skills framework; and practical application to case studies.

4.4.2.2 **Day 2: Analysis and evidence in the policy making cycle:** introduce the use of, and method of building, an evidence base in the policy process; how to evaluate and apply evidence into policy making; and the role of Knowledge Management in the Authority.

4.4.2.3 **Day 3: Implementing policy:** introduce the legislative, stakeholder and evaluative elements of implementing policy in the 'real world'; how to deliver through other government departments; and managing risks in implementation.

4.4.2.4 **Day 4: Communicating policy:** a practical session to introduce the purpose of briefing, and how to construct a written narrative and argument, and apply it to an array of formats, specific to the Authority. This includes working knowledge of writing Ministerial submission and briefings, Parliamentary Questions, Freedom of Information requests, Ministerial Correspondence and external-facing briefings.

- 4.4.3 Design new content to incorporate into the policy week that looks at **‘creative approaches to open policy making’**. This session needs to introduce different policy problems, and the application of creative techniques to generate solutions.
- 4.4.4 Review, design, deliver and facilitate the assessment of the policy learning with the lead Supplier in Lot 1. The policy learning is currently assessed through applied learning by a policy case study presentation that brings together all elements from four days of policy learning; and a written assignment for ‘communicating policy’. The policy case study presentation must assess knowledge and application of the policy making process; and the behavioural process of the participants in achieving that successfully.

5. KEY MILESTONES

- 5.1 The Potential Provider bidding for **Lot 1** should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Kick off project meeting with the Authority’s HR team to familiarise module content, the Authority’s stakeholders, and delivery format. Agree and produce a delivery timetable, project milestones and risk mitigation strategy.	Within week 1 of Contract Award
2	Kick off introductory meetings with the Authority’s senior sponsors and/or working level contacts for all modules, reviewing content design as required, but in particular for preparation of module 1.	Within week 2 of Contract Award
3	Handover underway with incumbent suppliers of April 2017 programme. Agree opportunities to shadow delivery of April 2017 module 1.	By early April 2017
4	Programme’s module 1 content design fully underway, new content signed off by the Authority’s governance board ready to be piloted (as agreed with the Authority). Design of module 3-4 sessions ‘oral communications’ and ‘negotiating and influencing’ underway, in preparation to pilot with April 2017 programme in October (then again in January).	By end April 2017
5	Quarterly review of programme management and delivery: <ul style="list-style-type: none"> Review progress for module 1 content of September 2017 programme; Implementation of assessment platform for module 1 content and methods for individual session evaluations (as required); and Review progress for module 3-4 sessions ‘oral communications’ and ‘negotiating and influencing.’ 	May/June 2017
6	Quarterly review of programme management and delivery:	August 2017

	<ul style="list-style-type: none"> • <i>Ensure module 1 content is finalised and ready for delivery; and</i> • <i>Ensure module 3-4 sessions 'oral communications' and 'negotiating and influencing' finalised and ready for piloting.</i> 	
7	<p>Delivery of module 1 of September 2017 programme.</p> <p>Potential pilot of module 3-4 sessions 'oral communications' and 'negotiating and influencing' with April 2017 programme.</p>	End-September to early October 2017
8	<p>Completion of module 1 evaluation and session assessments for policy and economics.</p> <p>Facilitate design discussion and briefing/training for the Authority's staff as required, in preparation for module 2 of September 2017 programme.</p> <p>Completion of individual session evaluations for module 3-4 sessions run for April 2017 programme.</p>	By November 2017
9	<p>Quarterly review of programme management and delivery:</p> <ul style="list-style-type: none"> • <i>Review of module 1 content, evaluation and feedback, review payment schedule in preparation for April 2018 programme;</i> • <i>Ensure module 2 content is finalised and ready for delivery;</i> • <i>Implementation of assessment platform for module 2 content and methods for individual session evaluations (as required); and</i> • <i>Refresh content for module 3-4 sessions 'oral communications' and 'negotiating and influencing' for April 2017 programme following pilot in October 2017, ready for January delivery.</i> 	November / December 2017
10	<p>Delivery of module 2 of September 2017 programme.</p> <p>Potential second pilot of module 3-4 sessions 'oral communications' and 'negotiating and influencing' with April 2017 programme.</p>	Mid-January 2018
11	<p>Completion of module 2 evaluation (as required depending on content/format changes) and session assessments.</p>	Early February 2018
12	<p>Quarterly review of programme management and delivery:</p> <ul style="list-style-type: none"> • <i>Review of module 2 content, evaluation and feedback;</i> • <i>Review progress of module 3 content, building on pilot of 'oral communications' and 'negotiating and influencing' sessions from April 2017 programme; and</i> • <i>Ensure module 1 content (April 2018 programme) is finalised and ready for delivery.</i> 	February / March 2018
13	<p>Delivery of module 1 of April 2018 programme.</p>	End-April to early May 2018

14	Delivery of module 3 of September 2017 programme.	Mid-May 2018
15	Completion of module 1 evaluation (April 2018 programme) and session assessments for policy and economics. Completion of module 3 evaluation (September 2017 programme) (as required depending on content/format changes) and session assessments.	By June 2018
16	Quarterly review of programme management and delivery <ul style="list-style-type: none"> • <i>Review of module 1 (April 2018 programme) content, evaluation and feedback, review payment schedule in preparation for September 2018 programme; and</i> • <i>Ensure module 4 content is finalised and ready for delivery.</i> 	May/June 2018
17	Delivery of module 4 of September 2017 programme.	Early-July 2018
18	Completion of module 4 evaluation (as required, depending on content/format changes) and session assessments. <i>(End of structured learning for September 2017 intake)</i>	End July 2018
19	Quarterly review of programme management and delivery: <ul style="list-style-type: none"> • <i>Review module 4 content, evaluation and feedback;</i> • <i>Ensure module 1 (September 2018 programme) is finalised and ready for delivery;</i> • <i>Lessons learned from first cohort cycle; and</i> • <i>Programme participant and line manager evaluation ‘1 year on.’</i> 	August 2018
20	Delivery of module 1 of September 2018 programme.	End-September to early October 2018
21	Delivery of module 2 of April 2018 programme.	Mid-October 2018

5.2 The Potential Provider bidding for **Lot 2** should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Kick off project meeting with the Authority’s HR team to familiarise with policy session content, the Authority’s stakeholders, and delivery format. Agree and produce a delivery timetable, project milestones and risk mitigation strategy.	Within week 1 of Contract Award
2	Kick off introductory meetings with the Authority’s senior sponsors and/or working level contacts for policy sessions in module 1 to initiate review of current and new content design.	Within week 2 of Contract Award

3	Handover underway with incumbent suppliers of policy sessions in module 1 of April 2017 programme. Agree opportunities to shadow delivery of policy sessions in module 1 of April 2017 programme.	By early April 2017
4	Design for policy sessions in module 1 fully underway, new content signed off by the Authority's governance board, ready to be piloted (as agreed with the Authority).	By end April 2017
5	Quarterly review of programme management and delivery (with Lot 1 supplier): <ul style="list-style-type: none"> Review progress for policy sessions module 1 content of September 2017 programme. 	May/June 2017
6	Quarterly review of programme management and delivery (with Lot 1 supplier): <ul style="list-style-type: none"> Ensure module policy sessions module 1 content of September 2017 programme is finalised and ready for delivery. 	August 2017
7	Delivery of policy sessions in module 1 of September 2017 programme. Setting of participants written assessments for communicating policy day (depending on agreed format with the Authority).	End-September to early October 2017
8	Completion of policy session evaluation (1 month on stage) and marking of written assessments.	By November 2017
9	Quarterly review of programme management and delivery (with Lot 1 supplier): <ul style="list-style-type: none"> Review of policy sessions module 1 content, evaluation and feedback. 	November / December 2017
12	Quarterly review of programme management and delivery (with Lot 1 supplier): <ul style="list-style-type: none"> Ensure policy sessions for module 1 content (April 2018 programme) is finalised and ready for delivery. 	February / March 2018
13	Delivery of policy sessions in module 1 of April 2018 programme. Setting of participants written assessments for communicating policy day (depending on agreed format with the Authority).	End-April to early May 2018
15	Completion of policy session evaluation (1 month on stage) and marking of written assessments.	By June 2018
16	Quarterly review of programme management and delivery (with Lot 1 supplier): <ul style="list-style-type: none"> Review of policy sessions module 1 content, evaluation and feedback. 	May/June 2018
19	Quarterly review of programme management and delivery (with Lot 1 supplier):	August 2018

	<ul style="list-style-type: none"> • <i>Ensure module policy sessions module 1 content (September 2018 programme) is finalised and ready for delivery.</i> 	
20	Delivery of module 1 of September 2018 programme.	End-September to early October 2018

6. AUTHORITY'S RESPONSIBILITIES

- 6.1 The Authority's staff will be involved in ongoing design and delivery of the programme, in collaboration with the Supplier(s) for both Lots 1 and 2. Delivery timescales will always need to take full regard of:
- 6.1.1 Other Authority learning and development programme timetables e.g. Range E policy leadership programme;
- 6.1.2 The Authority's business cycles e.g. the Budget in Spring 2017, the annual Autumn Budget, and new Spring Statement from 2018; and
- 6.1.3 Any other major events that will impact on the Authority's capacity to design or deliver.

7. REPORTING

- 7.1 The Authority will expect regular evaluation at set points of the programme. Please refer to key milestones in para 5. This includes, but is not limited to, formal review after the delivery of the core introductory module; at the three month point; and individual evaluations for any newly designed learning interventions. This is to test the quality and impact of the programme on individual learning, performance and the business. The Authority will expect the evaluation to align with, or exceed, the current measure of success, as detailed in para 3.7.
- 7.2 The Authority may decide to introduce additional evaluation points, in response to requirements set through the Head of Policy Profession and its governing board.

8. VOLUMES

- 8.1 The Supplier will be expected to run two cycles of the programme each year, with the exception of 2017, where they will be expected to run one cycle for September. Within each cycle, there are typically 2 cohorts (the number of groups within a cycle) in April; and 3 cohorts in September.
- 8.2 The Authority expects 70-80 participants each year, however this is subject to annual Ministerial approval of Range D headcount and ever-changing business demand.
- 8.3 Both cycles run in parallel to each other, resulting in particular cross-overs in delivery during certain modules of the programme. Annex B sets out previous, and upcoming cycles in more detail.
- 8.4 It is crucial that the Supplier recognises the Authority's business cycles when timetabling activities related to the programme, to ensure 100% engagement and successful delivery with the Authority's senior sponsors and working level contacts, including facilitators and speakers.

- 8.5 As detailed in para 4.2.7, the Authority requires the option to also deliver the ‘effective oral communication’ and ‘negotiation and influencing skills’ sessions for the April 2017 programme during modules 3 and 4. These are expected to take place in October 2017 and January 2018 respectively.

9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings, and specifically in the lead up to preparations for the next cycle on the programme that year.
- 9.3 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.

10. SUSTAINABILITY

- 10.1 The Supplier will have regard to minimising the environmental impact of running the programme through, for example, the use of digital means of delivery wherever possible to minimise paper use.

11. QUALITY

- 11.1 Intended facilitators proposed by the Potential Provider should have appropriate training qualifications, and/or significant experience in delivering structured training to high potential individuals.

12. PRICE

- 12.1 The Potential Provider should provide pricing for all required elements of the programme and separate out the total cost for each of the Lots.
- 12.2 Pricing will be subject to a cap for each priced activity, with the Supplier expected to absorb the first 10% of costs above this individually capped activity. Subsequent charges are only payable by the Authority where agreed in advance and in line with the rate card as detailed in the Contract.
- 12.3 Potential Providers are requested to note that ongoing annual refresh of module content is a cost to be built into the “facilitation / delivery” costs as set out in Appendix E.
- 12.4 Prices are to be submitted via the e-Sourcing Suite on Appendix E Pricing Schedule and should exclude VAT.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Authority requires the Supplier to provide a sufficient level of resource throughout the duration of the Graduate Development Programme for HMT Contract in order to consistently deliver a quality service to all Parties.
- 13.2 Supplier’s staff assigned to the Graduate Development Programme for HMT Contract shall have the relevant qualifications and experience to deliver the Contract.
- 13.3 The Supplier shall ensure that staff understand the Authority’s vision, core values, and objectives; and will provide excellent customer service to the Authority throughout the duration of the Contract.

14. SERVICE LEVELS AND PERFORMANCE

- 14.1 The Authority will measure the quality of the Supplier's performance based on their ability to deliver the following outputs. These outputs and the timings associated with them for each programme cycle will be attached to Supplier delivery milestones, which will be agreed between the Authority and the Supplier upon the award of Contract:

Lot 1: developing and implementing appropriate feedback and evaluation surveys; and assessments at set points of the programme

Lot 1 and 2: meeting timescales for design of programme content, and the review of this content on a per cycle basis; and delivery of programme modules

- 14.2 Supplier performance will be monitored and measured at regular meetings between the Authority and Supplier so that remedies/action for poor supplier performance can be implemented.
- 14.3 Schedule 1 of Appendix C details the Service Levels relevant to this contract, and implementation of Service Credit rights on behalf of the Authority in the event of Service Failure.
- 14.4 The Service Credit Cap applies to a 12 month period from the Contract Start Date.

15. SECURITY REQUIREMENTS

- 15.1 Potential Providers must demonstrate they have appropriate IT, physical, personnel and procedural security measures in place to prevent any unauthorised access to, or leakage of, data collected as part of this contract, and to prevent it being shared with any unauthorised third parties.

IT Security

- 15.1.1 Any IT systems used by the supplier to meet the Authority's requirement must comply with the technical requirements prescribed by "Cyber Essentials". This can either be through the Potential Provider having a current and valid cyber essentials certificate awarded by one of the government approved Cyber Essentials accreditation bodies within the last 12 months (see: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>) or by being able to explain in detail how they comply with the relevant technical requirements of Cyber Essentials, which can be found here: <https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

Physical Security

- 15.1.2 Potential Providers are expected to demonstrate they have appropriate physical security measures in place in any data centres, or other buildings, used to host the Authority's data.

Personnel Security

- 15.1.3 Any pre-employment checks that the Supplier subjects their staff to should be at least equivalent to the [Government Baseline Personnel Security Standard](#). In addition, where there is a requirement for any supplier staff

to work unsupervised on Authority premises, they will be expect to undergo [National Security Vetting](#) to Counter Terrorism Check (CTC) level before they can do so.

- 15.2 Full compliance with the [Data Protection Act \(DPA\) 1998](#) is essential, with the Authority being the Data Controller and the Supplier being the Data Processor. The Authority's preference is that the Supplier would be able to host the 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 Data Protection Act.

16. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 16.1 The IPR for any material or design work created during the term of the Contract for the Graduate Development Programme will remain with the Authority.

17. PAYMENT

Payment will be structured around the delivery of each module of a cohort's programme, and the delivery of the bi-annual refresh work in the lead up to each cohort. The timing of these deliverables will be agreed by the Authority and the Supplier, according to the timetable for each cohort's programme. Programme timetables are set on a bi-annual basis.

- 17.1 Before payment can be considered, each invoice for the agreed deliverables must include a detailed breakdown of the work completed and the associated costs.

18. LOCATION

- 18.1 The Supplier will be required to carry out some elements of the Services at the Authority's offices at 1 Horse Guards Road, London SW1A 2HQ, and external venues in the vicinity of Westminster.

ANNEX 4 – SUPPLIERS RESPONSE



4.1 As the existing supplier of Lot 2, we are confident that we demonstrate our experience and knowledge in this area. We have been supplying policy courses for over five years, and prior to that our team were involved in training as individuals. EML tutors are recruited for a mix of experience, academic rigour and their ability to teach and train. We receive excellent feedback from our courses and much of our new business is derived from personal recommendations.

4.1.1 The current GDP:

We have received good feedback from the start, and these scores have improved as we have made changes to each iteration. We have examples of written feedback from each intake.

"I wanted to thank you and the other tutors for all your hard work. I never expected to learn so much in one week and to enjoy myself as I went!"

"The presentation exercise and practice was enjoyable and informative"

"I very much enjoyed the practical tasks"

"The policy case-study exercise was excellent, even though it was hard, and I felt that it really demonstrated the learning objectives"

We have worked closely with Korn Ferry Hay Group throughout, and have built a strong relationship with them.

4.1.2 A selection of other policy courses:

Appraising government policy, programmes and projects

REDACTED

Economics of taxation

REDACTED

Economics for non-economists (E4NE)

REDACTED

4.1.3 Listing of selected further courses:

REDACTED

4.1.4 Further testimonials:

REDACTED

4.2 Outline CVs of the current EML GDP team.

REDACTED

5.1 EML Learning propose the following methodology for the design of Lot 2.

Design principles:

REDACTED

Time frame 0.5 days for initial project kick off meetings. **REDACTED**

5.1.1 Stage 1:

REDACTED

Time frame 1.5 days, including one meeting.

5.1.2 Stage 2:

REDACTED

(See 6.1 for further detail on our approach to working with stakeholders).

Time frame 1 day, including individual meetings.

5.1.3 Stage 3:

REDACTED

Time frame 2 days, including individual and group meetings.

5.1.4 Stage 4:

This stage will bring together the work detailed above, alongside any additional input from the Authority project team and Lot 1 suppliers. The EML tutor team **REDACTED** will produce a proposal for Lot 2 sessions from September 2017. This will highlight what has been retained from the existing contract and offer initiatives designed to build on good practice and further enhance the programme. We would anticipate receiving feedback from the learning champions, project team and Lot 1 suppliers in the first instance, before sharing a worked-up draft with the senior sponsors.

Time frame 2 days, including design and dissemination of revised proposals, receipt of feedback and revision.

5.1.5 Stage 5:

This stage will encompass sign off by the Authority governance board and the working up of new materials for September 2017. We would be happy to undertake piloting of proposed changes, but believe that this is unlikely to be required, given our existing experience.

The production of materials will be led by individual tutors **REDACTED**. They will follow an agreed template and will conform to the Authority house style. Individual tutors will work with the learning champions through the process to ensure transparency. We would suggest that all learning champions see the full sets of materials, once they are agreed by session.

Materials would be shared with senior sponsors in a timely manner.

Time frame 5 days, including design and dissemination of new materials, receipt of feedback and revision.

Total resources: 12 days

5.2 Case studies

5.2.1 EML have led the GDP Policy and Economics sessions since the programme's inception. We have worked closely over two years with the Treasury project team, internal stakeholders, other suppliers and external speakers. We have included example materials from this programme to demonstrate our ability to deliver high quality work on a project of this type.

5.2.2 The following is an example summary of the general feedback, given to participants, following their individual submission exercise. In addition, each participant received individual, detailed feedback on their own hard copy.

REDACTED

5.2.3

REDACTED

5.2.4 Policy Presentation Slides Extract, separate attachment filed at 'question level'

5.2.5 Communicating Policy Slides Extract, separate attachment filed at 'question level'

5.2.5

REDACTED

5.3 EML Learning propose the following methodology for the design and implementation of the policy week assessment.

REDACTED

5.3.1 Stage 1:

EML will undertake a mapping of the design and structure of the policy week assessments against the following criteria:

REDACTED

We will work with the project team, the suppliers of Lot 1 and other internal stakeholders to agree an assessment structure that is both effective and demonstrates the achievement of learning outcomes.

Time frame 2 days.

5.3.2: Stage 2:

Having agreed a structure for the assessment of policy week, we will review the content of any assessment element retained from the current programme. We will then consider how any new assessment initiatives map to the learning outcomes. All assessment content will be revised to align with session content and new materials.

Time frame 1 day.

Total resources: 3 days

6.1 Stakeholders

EML have demonstrated our ability to work with complex stakeholder arrangements in the existing GDP and other training programmes. As a consequence, we have developed a number of principles that summarise our approach to this programme.

- A. We are proactive in building relationships with key personnel at all levels.
- B. We value communication between individual tutors and working level contacts on the programme. This might include session design and content, assessment criteria, internal speakers and other ideas. **REDACTED**
- C. We explicitly recognise that the Authority is a high-paced place of work, with a demanding policy cycle. This is particularly true for 2017, where two Budgets will be delivered alongside substantial work on Brexit. We therefore commit to being flexible

around meeting arrangements and appropriate deadlines. We work with all stakeholders to make the design, delivery and management processes seamless and geared to their needs.

- D. Given tight schedules and demanding circumstances, we recognise that a core part of our role is to work alongside the project team and Lot 1 suppliers to ensure deadlines are met. Over the current contract, we have achieved a way of working that allows any slippage to be flagged and addressed in a supportive and collegiate manner.
- E. We strongly value our relationships with the Authority project team and the Lot 1 suppliers. This triangle has been at the heart of the successes achieved to date and is key to the continued improvements we seek throughout the lifecycle of the programme. Contact ranges from 'keeping in touch' by email, phone and informal meetings, through more formal project deadlines and reviews. In all instances, we have developed a relationship fostered on trust, with the ability to feed back on any issues and concerns openly. Where any of the stakeholders have identified improvements that can be made, we have worked collaboratively to achieve excellent outcomes.
- F. **REDACTED**

6.1.1: Senior sponsors and other senior stakeholders:

We propose that we meet with senior sponsors to ensure their full understanding of the existing programme and to seek their thoughts, ideas and input to the redesign of the policy content. While we are confident that sponsors have been kept informed, there may have been some change of personnel since the original design process. Even where sponsors remain in place, we feel a meeting would provide a useful process. Given time constraints and work load of senior staff, we would propose a focused approach, initially by email, with the opportunity for a follow up meeting at a time that works for the sponsor. The EML team will be in listening mode, but ready to input information and thoughts where they are sought by the sponsor.

We have worked proactively with the senior speakers identified by the learning champions and project team. Our role has included pre-talk briefings, on the day support and, in some cases, input to presentation materials.

6.1.2: Learning champions and internal speakers

We will meet with the learning champions to discuss, co-design and agree proposals for new/additional content and delivery. Again, we may be working with existing learning champions, or with incoming working level contacts. Our approach would differ slightly with each, but the framework would be initial contact by email, followed by an informal meeting to discuss the findings of stages 1 and 2 above and some initial EML solutions. This interface has proved highly collaborative in the existing programme, and we expect there to be ongoing contact through the design process. **REDACTED** The objective of a group meeting is to build understanding of the overall content and of the way assessments support the learning objectives of Lot 2 sessions. **REDACTED** We anticipate that it would support the use of internal speakers and provide some mitigation against changes in personnel.

Throughout the current contract, we have worked collaboratively with internal speakers ensuring that they are fully briefed on the overall content of policy week alongside their own sessions. In some instances, we have been able to provide support and guidance on in-session exercises and on training styles. We recognise that many staff have not previously undertaken sessions of this nature and we are always willing to offer feedback and suggestions. Our approach to this is careful and never critical. We believe the willingness of many speakers to continue to contribute throughout the programme reflects the strong relationships we have fostered.

6.2 Delivery

EML propose that we build on the success of the current programme, with the retention of the structure, but with several explicit changes for 2017 onwards. We believe that this will allow us to further develop and improve policy week, and contribute to the overall programme in a positive manner.

6.2.1 Current features to be retained

The current model involves 4 days of delivery of policy sessions:

- Introducing Policy, delivered in parallel sessions to all cohorts
- Implementing Policy
- Communicating Policy
- Analysis and Evidence in Policy

Throughout the week participants are introduced to the group work and work towards the policy presentations in front of a senior panel. This involves 2 further half days of input from EML:

- Half a day supporting the participants as they work on the presentations.
- Half a day facilitating the panel presentations, working with KFHG

In addition, we set, mark and provide extensive feedback on individual written assessments. Our time commitment to this is around 2 days per cohort, but we are content to fix it at 1 day, assuming current cohort sizes.

The sessions involve senior speakers from the Treasury, the cabinet Office and other Departments and we would recommend retaining these. In house speakers contribute to the session content and again this has been extremely well received.

We do facilitate sessions on Freedom of Information and Knowledge Management and are very happy to continue to do so. They sit well in their allocated days and the EML tutors are well placed to offer support and assistance to those presenters. However, these could be moved elsewhere to allow time to be carved out for new initiatives. We have made a note of this possibility on the pricing schedule.

6.2.2 Proposed changes to content

We propose the addition of a half-day session on Creative Policymaking. This would be delivered in parallel to the cohorts, in the same way as Introduction to Policy is done currently. The content of this session would strongly focus on the challenges faced by the Treasury in the current environment and the need to think beyond the usual boundaries.

REDACTED

6.2.3 Proposed changes to staffing and management

REDACTED

6.2.4 Proposed changes to the policy case study

We propose that we divide our case study work, used throughout the sessions into two explicit types. We will work with Treasury stakeholders to develop a set of case studies looking policies that have been developed and delivered. This will allow participants to develop a greater understanding of the challenges of 'real-life' policy development. We see huge benefits around this, particularly with respects to the use of evidence in policy proposals and the challenges of implementation. If internal resources present difficulties in collating these real case studies, we can help and will be able to make use of existing EML materials.

6.2.5 Risks and mitigations

We have identified the major risk as over-dependence on staffing, particularly on Professor Wride. Our proposal in 6.2.3 mitigates against this and reduces the risk considerably. All other staff have shadow tutors who can provide cover.

6.3 Support staff

REDACTED

The administrative load, associated with Lot 2, is not high. Our support staff team have capacity and back up to cover this. In the event of an unexpected increase in this load, our Director of Operations can provide cover while recruitment is underway.

6.4 The core values of the Authority are: challenging, appreciative, collaborative and open. EML have developed a 'house' style that embodies Treasury values, and those of the Civil Service more generally. Our first programmes were developed for the Treasury and we are confident that our continued success rests in part on the synergies between our values and those of the Authority.

6.4.1: Meeting and embedding core values: When designing policy week for the current contract, we embedded the core values throughout. These values will remain at the forefront of any design changes for the new contract. The following is a partial mapping of the values to our current training:

Challenging: Content is set at a level that challenges both new entrants and stimulates those who have policy experience. The introduction of technical content through the week and the challenge of the policy presentations in front of a senior panel.

Appreciative: Participants are encouraged to develop and show appreciation for the contributions of others and for their own learning on the programme. This includes the work of internal and external speakers.

Collaborative: The policy week assessment is inherently collaborative in nature, with groups working together and distributing tasks per their skills and previous experience. Furthermore, the style of the overall programme, with other suppliers, Authority staff and EML tutors co-delivering and contributing to sessions, provides a robust example of collaborative working for the participants.

Open: Policy week is conducted in an open and supportive environment. We encourage participants to reflect openly on their own skills and experience. To support this approach, EML tutors share their own experiences. For example, we discussed our experiences of giving and receiving feedback in the workplace, prior to doing so as part of an assessment recently.

6.4.2: **REDACTED**

6.4.3: Monitoring and managing the quality of service.

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We seek feedback on each tutor on policy week and this is supplemented by broader comments and suggestions via the project team. In the event of any concerns we commit to take immediate action. Our approach is initially a mentoring/coaching one. We raise the issue with the member of staff involved and feed back to them the concerns raised. We then work with them to address the problem and to understand how it arose. Ultimately, our responsibility is to the Authority and the participants. If we were not able to be confident that any member of staff shared the Authority's values and those of EML, we would no longer employ them.

7.5 Baseline security

EML Learning Ltd. (EML) confirms that all staff, including the EML tutor team for this contract, are subject to pre-employment checks which are at least the Government Baseline Personnel Security Standard. To confirm, this covers the four elements of:

- Identity
- Nationality and Immigration Status
- Employment History (previous 3 years)
- Criminal Record (unspent convictions)

We also ask if prospective employees have spent more than six months abroad in the past three years. All EML staff sign an agreement framework, which ensures client confidentiality. Further details, such as the type of identifying documents, can be provided on request.

REDACTED

7.7 Data protection

In relation to this contract, EML confirms that no Authority data will be hosted, and data will therefore remain in the UK. EML is not proposing a solution involving hosting, nor would any solution be supported by administrator staff based outside of the UK.

An extract from EML's Data Protection Policy is given below. The full policy can be provided on request.

EML Learning Data Protection Policy

EML Learning Ltd. (EML) is registered with the Information Commissioner's Office as a Data Controller under the Data Protection Act 1998. This statement confirms our commitment to protect privacy and to process personal information in accordance with the Act. This policy is reviewed annually, along with the ICO data protection self-assessment report (next review date: 10 October 2017).

This data protection policy ensures EML:

- Complies with data protection law and follows good practice
- Protects the rights of staff and customers
- Is open about how it stores and processes individual's data
- Protects itself from the risks of a data breach

Data protection law

EML adheres to the eight principles underpinning the Data Protection Act:

1. Be processed fairly and lawfully
2. Be obtained only for specific, lawful purposes
3. Be adequate, relevant and not excessive
4. Be accurate and kept up to date

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5. Not be held for any longer than necessary
6. Processed in accordance with the rights of data subjects
7. Be protected in appropriate ways
8. Not be transferred outside the European Economic Area, unless that country ensures an adequate level of protection

Data storage

When data is stored on paper, it will be kept in a secure place where unauthorised people cannot see it. These guidelines also apply to data that is usually stored electronically, but has been printed out:

- When not being used, the paper or files will be kept in a locked drawer or filing cabinet
- When no longer required, the data printouts will be disposed of securely

When data is stored electronically, it is protected from unauthorised access, accidental deletion and malicious hacking attempts:

- Data is protected by strong passwords that are changed regularly and never shared
- Data is not stored on removable media (such as CD or DVD)
- Data is stored on designated drives and servers
- Data is backed up frequently. The backups are tested regularly and are password protected
- All servers and computers containing data are protected by approved security software

Data accuracy

The law requires EML to take reasonable steps to ensure data is kept accurate and up to date:

- Data will be held in as few places as necessary
- Staff will take every opportunity to ensure data is updated
- EML will continue to make it easy for data subjects to update the information EML holds about them
- Data is updated as inaccuracies are discovered

Subject access requests

All individuals who are the subject of personal data held by EML are entitled to:

- Ask what information EML hold about them and why
- Ask how to gain access to it
- Be informed how to keep it up to date
- Be informed how EML is meeting its data protection obligations

Subject access requests from individuals should be made by email at contact@emllearning.co.uk

The data controller will always verify the identity of anyone making a subject access request.

Disclosing data for other reasons

In certain circumstances, the Data Protection Act allows personal data to be disclosed to law enforcement without the consent of the subject.

Under these circumstances, EML will disclose the data in line with the Act. The Data Controller will ensure the request is legitimate.

ANNEX 5 – CLARIFICATIONS

1	Does HMT expect assessments to be specified beyond level 2, (e.g. beyond change of knowledge to application on the job). Would the criteria for how that is measured be worked out between the HMT and the supplier?	Yes, assessments should go beyond level 2. Criteria will be worked out between the Supplier and HMT (including Learning Champions, Senior Sponsors and central L&D team)
2	Does HMT expect Suppliers to improve on current evaluation levels?	The programme has gone through 4 cycles. HMT has data on what is successful and unsuccessful in terms of assessing the application of learning. HMT would expect Supplier to use their specialist knowledge to analyse this data and recommend how assessments might be improved.
3	Which competencies are pupils assessed on in the Assessment Centre?	The generic Civil Service competencies.
4	There are internal Sponsors for each of the sessions. How many Sponsors do you have in total?	Roughly 15-20 Senior Sponsors and the same number of Learning Champions.
5	Will September's 2015 graduates be finishing their first cycle in February 2017?	Yes, September 2015 graduates are about to finish their first 18 month post and will rotate to their next assignment.
6	Have the September 2015 graduates submitted a bid for their ideal next assignment?	Yes, the bid is supported by a 'why', (i.e. what they have done over the last year that supports their decision). 90% of graduates in this rotation have received their first or second choice of posting.
7	Why are HMT taking this requirement out to market again?	The current contracts have almost expired and changes to Civil Service Learning's gateway process means the requirement can no longer be delivered via CSL.

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8	Are HMT expecting the Supplier to manage liaison with the graduates over 'logistics' (e.g. if they are off sick or want to change modules?)	Yes, but the Supplier would be supported by the HMT team who can provide internal information where necessary.
9	Lot 1 Module 2 is 4 days, will the Supplier be expected to attend the whole period (e.g. to oversee the sessions delivered by HMT staff) or would the Supplier attend only the periods they deliver?	For HMT led sessions, the Lot 1 Supplier is expected to be involved in the pre session planning (design and discussions as to how the session would work) and for post session assessment, but the Supplier is not required to be present on the day.
10	Would the original design for sessions come from HMT, which the Supplier then adds to?	For HMT technical knowledge sessions, yes, as the supplier will not have the specific knowledge. The role of the Lot 1 supplier is to 'bring the knowledge to life' (i.e. design content delivery using their knowledge of learning styles) and ensure that the content exemplifies best practice. The Supplier would work with HMT staff to establish the priority learning points in their respective areas and how best to deliver them. HMT knowledge sessions are roughly 50% of the full programme content.
11	Would the Supplier be responsible for booking HMT contributors (i.e. those delivering the sessions) onto the modules or will HMT do this?	Yes, HMT would want the Lot 1 Supplier to manage this, but with support from the HMT L&D team to help deliver.
12	Are HMT able to describe their project team and suggest how the supplier can partner with that?	Unfortunately not at present.
13	Are Suppliers expected to design and deliver the oral communication session scheduled for April 2017?	Potentially yes. HMT would prefer to try to pilot new material in the April programme, which may involve a re-design of the content, in time for September's programme.
14	Will HMT want support with onboarding the new range D posts?	No. HMT will do this.
15	Does 'oral communication' training mean training for delivering briefings, or does it mean a broader spectrum of communication (e.g. person to person)?	HMT is keen to explore this with new Suppliers. The training currently contains a session called 'Personal Impact' which focusses on a graduate's personal style, presentation, and pitch of delivery. The current scheme is focussed on delivering briefings, but HMT would like the Supplier to tailor this further to HMT (e.g. what are senior HMT staff looking for in presentations).

16	What is the difference between Lot 1, modules 3 and 4?	The rotation of the sessions (HMT technical and skills). Depending on the area of work each graduate cohort is based in, the cohorts receive a mix of the same sessions at different points across modules 2, 3 and 4. This is to ensure they receive the business relevant sessions upfront.
17	Is training held externally (e.g. outside HMT)?	Yes
18	Is Lot 2, 4 or 5 delivery days?	It is 4 days teaching, 0.5 days of presentation and 0.5 days for marking the assessments. This can be flexible if needed.
19	How many delivery days are anticipated for Lot 1?	4 days in total, but this can be flexible if needed.
20	Does HMT have any preference as to whether they would like the Lot 1 Supplier to deliver all of Lot 1, or would they be happy for the Supplier to engage sub-contractors?	No preference as long as it's the right product for HMT.
21	Is there any scope for amalgamating the modules that overlap, without reducing the number of delivery days?	At present the modules are separated for specific reasons, but HMT would be willing to hear suggestions for amalgamation from Suppliers.
22	Does HMT have an estimate of how much administrative / project management availability they would like from the Supplier?	Indicative figures are set out in Appendix E.
23	Does HMT expect the Supplier to log training on the Learning Management System?	HMT doesn't currently use a Learning Management System to log training. The graduates log their own.
24	Would the Supplier's IT systems be expected to integrate with GSI systems?	No. The only restriction is that nothing designated classified can be communicated over a non-GSI network.
25	Should Appendix E, tables A and B contain only one programme cycle each?	Yes. Table A will contain the costs for delivering the September graduates' programme, whereas Table B will contain costs for delivering the April graduates' programme.
26	Where should costs for any refresh / review of content in year 2 be included in Appendix E?	The majority of design costs are expected in the first cycle. Work undertaken to tweak existing content (rather than designing new content) should be considered as part of the bi-annual 'content refresh' for each cycle. This is included in Table D.

		Costs for completely re-designing new content from first cycle (e.g. if content is unsuccessful in the first cycle and needs to be completely re-designed) should be included in the 'rate card'.
27	Can additional rows be added to the table in Appendix E?	Yes, provided that it is clear what is being charged and when the charge will apply. All additional charges must be included in the final total at the bottom of each table.
28	Can assumptions be inserted under the tables in Appendix E?	Yes.
29	Does the 6 page limit for page 6.1 include the project plan and RAID log?	No.
30	What are the 'additional support staff' referred to in question 6.4?	This refers to the Supplier's ability to provide additional staff at all levels should the volume suddenly change, or cover for absence of key staff.

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

Not Applicable

ANNEX 7 – CHANGE CONTROL FORMS

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

Contract Name:

Contract Ref. No.

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

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

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



Change Management Process

Change Control Process map:

CUSTOMER CHANGE NOTICE (CCN)

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

Initiated by:

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

ABORTIVE COSTS:

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

NB: Any abortive costs to be discussed with the 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

Contract Name:	XXXX	Contract Ref. No.	XXXX [Insert CCN Change Number]
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[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>
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Proposed payment:	In line with the Terms and Conditions of Contract		
Required delivery date, with rationale:	<i>[Contract current expiry date]</i>		
Change authorised to proceed to Stage 2 (Customer organisation representative):			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative)			
	Signature	Print Name & Position	Date
<u>STAGE 2 – SUPPLIER</u>			
Comments/ caveats on requested change:	<i>[e.g. proposed implementation route; conditions of delivery]</i>		
ABORTIVE COSTS :	<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 (Supplier Representative):	<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 (Customer Representative)	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Signature	Print Name & Position	Date
Change authorised to proceed to implementation (CCS):	<input type="text"/>	<input type="text"/>	<input type="text"/>

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