



Cabinet Office

CIVIL SERVICE HR EXPERT SERVICES

- and -

BEAMANS LTD

ANNEXES

relating to

THE PROVISION OF JEGS TRAINING SERVICES FOR CSHR EXPERT SERVICES

CSR/178

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Part A - Order Form

Contract reference:	CSR/178
Contract title:	JEGS Training Services
Contract description:	The Buyer requires the Supplier to provide a cross Civil Service Job Evaluation and Grading Support (JEGS) practitioner training service.
Start date:	10 th April 2023
Expiry date:	The expiry date for the contract will be 9 th April 2024.
Contract value:	The maximum contract value shall be £150,000 (ex VAT) including extension option.
From: the Buyer	Civil Service HR Employee Policy 4th Floor 10 South Colonnade London E14 4PH
To: the Supplier	Beamans Ltd PO Box 2380 Watford WD18 1RH
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: HR Services Lead Name: REDACTED Email: REDACTED
For the Supplier:	Title: Managing Director Name: REDACTED Email: REDACTED

Contract term

Start date:	This Contract Starts on 10 th April 2023 and is valid for period of 1 year.
Extension period:	The Buyer reserves the option to extend the contract for 12 months beyond the initial one (1) year.

Payment

Invoicing/cost details will be provided direct to the Customer (Department or Agency requesting training) at course booking on the basis of the payment schedule (Annex 2). Within 10 working days of receipt of your countersigned copy of this letter, the Customer will send you a unique PO number. As the supplier you must be in receipt of a valid PO Number before submitting an invoice to the Customer.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Department or Agency Manager). Non-compliant invoices will be returned, which may lead to a delay in payment.

Additional Clauses

The Buyer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check.

The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Buyer, or is

of a type otherwise advised by the Buyer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Contract terms and by signing below agree to be bound by this Contract.
- 1.3 This Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Contract and Order Form will supersede those of the Supplier Terms and Conditions.

Signed	Supplier	Buyer
Name:	REDACTED	REDACTED
Title:	Managing Director	Head of Commercials Cabinet Office [CSHR]
Signature:	REDACTED	REDACTED
Date:	3rd April 2023	04 April 2023

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;
“Contracting Authority”	means the Authority, the Civil Service Employee Policy Team and any other bodies listed in the statement of requirement;
“Customer”	means the Contracting Authority and any Central Government Body;
“DPA”	means Data Protection Act;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);

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

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

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

2 BASIS OF AGREEMENT

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

OFFICIAL Agreement

Annexes - Services

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 Service End User agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

3.2 In supplying the Services, the Supplier shall:

3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;

3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;

3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;

3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 12 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 subcontract:
- 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 Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be

entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- refuse admission to the relevant person(s) to the Customer's premises;
 - direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 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:

- ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 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
- 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 subcontractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials

as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sublicense) 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 sublicense) 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:

- 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
- 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:

- where disclosure is required by applicable law or by a court of competent jurisdiction;
- to its auditors or for the purposes of regulatory requirements;
- on a confidential basis, to its professional advisers;
- 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;
- 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
- 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:

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

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

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

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

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

13.2 REPLACED BY ANNEX 6 IN RELATION TO PROTECTION OF PERSONAL DATA

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

14 LIABILITY

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

14.2 Subject always to clauses 14.3 and 14.4:

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

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

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

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

- death or personal injury caused by its negligence or that of its Staff;
- fraud or fraudulent misrepresentation by it or that of its Staff; or
- 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 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:

- comply with all the Customer's health and safety measures while on the Customer's premises; and
- 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:

- 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
- take all reasonable steps to secure the observance of clause 17.3 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:

- the Official Secrets Acts 1911 to 1989; and • 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 Customer, 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 Customer to make any commitments on the other Party's behalf.

20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 NOTICES

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

21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

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

ANNEX 2 – PRICE SCHEDULE

For the Avoidance of Doubt the Contract shall not exceed REDACTED including option to extend.

Cost Breakdown	Details	Open course Online per Delegate	Organisation Specific Course up to 6 Delegates
Tutor input	Direct Tutor input	REDACTED	REDACTED
Course administration	Direct course administration and support pre- and post-course (including in course support)	REDACTED	REDACTED
Course materials	Printing of all course related documentation; stationery, postage etc	REDACTED	REDACTED
Other costs	WillisTowersWatson license fee	REDACTED	REDACTED
	Ancillary tutor costs and management corporate overheads	REDACTED	REDACTED
Total (ex VAT)		REDACTED	REDACTED
Agreed offer price (ex VAT)		REDACTED	REDACTED

ANNEX 3 – STATEMENT OF REQUIREMENTS

1. PURPOSE

- 1.1 The potential provider, Beamans Management Consultants (Beamans), shall provide a cross Civil Service Job Evaluation and Grading Support (JEGS) practitioner training

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Agreement Annexes - Services

service. This training will support and enable Customers to effectively use the JEGS methodology to evaluate job roles below the Senior Civil Service (SCS) accurately, to determine work of equal value and maintain internal grading structures.

- 1.2 The provision of a JEGS practitioner training service enables Customers to ensure they have sufficient levels of trained employees to support processes to monitor and robustly defend grading decisions, these may include departmental restructuring, TUPE/COSoP transfers, Machinery of Government changes, equal pay or value claims and employment tribunals.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 Civil Service Human Resources (CSHR) Expert Service is an expert service of the Cabinet Office and has responsibility for the Civil Service job evaluation policy across the UK Civil Service. This includes oversight for the application of Job Evaluation & Grading Support (JEGS) methodology and responsibility for the maintenance of the JEGS Handbook and JEGS Good Practice Guide.
- 2.2 The job evaluation policy guidance issued by CSHR requires that all JEGS evaluations must be undertaken by a trained practitioner who has attended formal JEGS training.
- 2.3 Additionally, CSHR provides an advisory consultancy support service to Central Government Bodies and facilitates a cross government network to support consistency of job evaluation outcomes across the Civil Service.
- 2.4 Central Government Bodies have delegated authority for the job evaluation process and they are responsible for managing their own grading structures and carrying out job evaluations as required supporting grading decisions.
- 2.5 CSHR (as part of Cabinet Office) is the Contracting Authority for the JEGS training service Contract on behalf of Central Government Bodies who use the traditional Civil Service grading structures based on JEGS. This contract allows Central Government Bodies to purchase JEGS training for their employees.
- 2.6 The JEGS training service is only available to the Central Government Bodies employees within the UK Civil Service. The JEGS Handbook and supporting software is restricted by licence and before anyone can be involved in evaluating job roles they must undertake the formal two day JEGS methodology training.

3. BACKGROUND TO REQUIREMENT/ OVERVIEW OF REQUIREMENT

- 3.1 The Job Evaluation and Grading Support (JEGS) is the job evaluation methodology used by the majority of Central Government Bodies across the UK Civil Service. This is to evaluate job roles, support organisational improvements, grading reviews and maintenance of internal grading structures to enable grading decisions and outcomes.
- 3.2 JEGS is an analytical, points-based methodology, supported through cloud-based software. This was developed to recognise the characteristics, demands and

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challenges of administrative, technical and professional Civil Service job roles below the Senior Civil Service (SCS). JEGS underpins the traditional seven tier grading structures that apply across the Civil Service.

- 3.3 JEGS methodology was designed and developed for the Civil Service with Willis Towers Watson (WTW, formerly Towers Perrin). It was introduced to enable the alignment and consistent grading decisions across departments and to facilitate employee transfers. Application of the JEGS methodology is undertaken using both the JEGS Handbook and a bespoke software; WTW owns the Intellectual Property Rights (IPR) to both the JEGS Handbook and the software. To maintain the integrity of JEGS, WTW require Customers employees to have undertaken JEGS training before accessing and using the methodology and software.
- 3.4 The WTW JEGS software is licensed in two ways:
- A JEGS training licence must be purchased from WTW to enable any training provider to deliver JEGS training. JEGS training providers must be skilled and experienced in using the methodology and software. They must have written approval from WTW to deliver JEGS training and access the JEGS software-training platform.
 - A JEGS software licence must be purchased from WTW to enable the Customers to use the JEGS Handbook and access the software required to score the job role and produce the evaluation outcome. Access will only be approved by WTW for Customers employees who have undertaken the approved JEGS practitioner training.

4. **DEFINITIONS**

Expression or Acronym	Definition
JEGS	Job Evaluation and Grading Support – the job evaluation methodology used to evaluate administrative roles, those below SCS.
SCS	Senior Civil Servant – Deputy Director to Permanent Secretary
Contracting Authorities Employees	Those employed and approved to undertake JEGS training and become JEGS practitioners, this may include Senior Business Managers, HR Practitioners, Job Evaluation leads, Pay and Grading leads and Trade Union representatives.
WTW	Willis Towers Watson
JAF	Job Analysis Forms
HMG	HM Government

ISO/IEC	International Organization for Standardization - ISO International Standards ensure that products and services are safe, reliable and of good quality International Electrotechnical Commission.
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5. SCOPE OF REQUIREMENT

- 5.1 Beamans shall provide a programme of open JEGS training courses to the Customers throughout the duration of the contract. The contract will run for one (1) year. CSHR reserves the option to extend the contract for up to 12 months after the initial one-year contract.
- 5.2 The total contract (including the extension) shall not exceed two (2) years. This will include a review of the pricing element of the contract to ensure continuing value for money and the sustainability of the contract.
- 5.3 The JEGS training shall provide practitioners with the skills and knowledge to evaluate job roles using the JEGS methodology, ensuring Customers can meet the continuing demand for JEGS practitioners who are able to design, review and maintain internal grading structures and ensure work of equal value and effective grading decisions.
- 5.4 Beamans shall provide the core requirements, which will include but not be limited to:
- Holding the requisite JEGS training license.
 - Deliver training through accessible and secure video conference facility, such as MS Teams. If necessary and as requested by the Customer, securing suitable accommodation to host and deliver classroom based JEGS practitioner training.
 - An annual programme of JEGS training delivery dates to be provided to the Authority.
 - Responsibility for all booking, invoicing arrangements with a specific Customers employee.
 - Printing and issue of core JEGS training materials owned by the Authority.
- 5.5 Beamans shall deliver the JEGS training service in accordance with the following principles:

- The training shall be delivered in accordance with the Civil Service JEGS policy as defined by the Authority.
- The training shall be available to specific Customers employees (outlined in section 4 definitions) or those defined by a specific Customer at order stage.
- The training shall be delivered using the appropriate methodology as defined within the JEGS Handbook and is copyright to WTW.
- The supplier shall not change or alter the JEGS methodology.

6. THE REQUIREMENT

6.1 Beamans shall:

- Work directly with WTW ahead of the Contract commencement date to agree terms of use for the JEGS training licence throughout the duration of the JEGS training service Contract. (Willis Towers Watson, 51 Lime Street, London, England EC3M 7DQ).
- Provide written confirmation to the Authority, no later than one week after the contract commencement date to show they hold the requisite JEGS training licence purchased from WTW and can access the JEGS software training platform, enabling delivery of training in the JEGS methodology.
- Commit to regular performance review meetings with the Authority throughout the life of the Contract as detailed in section 8.
- Delivery of JEGS training will be through accessible and secure video conferencing facility, such as MS Teams. Beamans will ensure JEGS training service is available in person if required by Customer.

6.2 Beamans shall:

- Provide the Authority with a schedule to include a minimum of 10 JEGS training course dates over a 12-month period upon Contract commencement and thereafter at the start of each 12-month period, if appropriate. Additional course may be offered subject to demand.
- Ensure the JEGS training course is a maximum of 2 working days in duration (7.24 hours per day including lunch and breaks).

- Taking responsibility for all course enquires and booking arrangements. Facilitating course booking via email, telephone and responding to Customer requests within 3 working days to provide information on course availability. Invoicing arrangements and cancellation policy ahead of course booking will also be included.
- Should demand for an open course be for less than 4 Customer employees, then Beamans may cancel an open course and offer an alternative course date within two months. If a suitable date cannot be provided to the relevant Customer a full refund will be provided.

6.3 Beamans shall provide video conference based JEGS training:

- Which will enable attendees to use the JEGS methodology to evaluate job roles and posts in their organisations.
- Ensuring a course ratio of 6 Customers employees per one designated JEGS tutor.
- Provide access to WTW JEGS training software.
- Ensuring that all attendees are provided with a joining pack including any pre-course reading a minimum of two weeks in advance of the JEGS training delivery date. This shall include:
 - Joining instructions
 - Invoicing details
 - Course aims and objectives
 - Order of delivery
 - A hard copy and/or link to the JEGS Good Practice Guide
 - Copies of any job evaluation evidence i.e. Job Analysis Forms (JAF) and job description needed for preparation to support the practical exercises/case studies included in the course architecture

6.4 The JEGS training course architecture shall include but will not be limited to covering:

- The role of job evaluation.

- An explanation of the JEGS process and when it might be applicable, covering the JEGS Handbook and JEGS Good Practice Guide.
- An overview of Grading Guidance (job matching) and when it might be applicable.
- An awareness of job evaluation's role in relation to wider HR policy and appropriate legislation including the Equality Act 2010.
- The core JEGS factors and sub-factors and the use of these to evaluate job roles.
- How to access the JEGS software, input data, score and save job role evaluations.
- The purpose of the JEGS software 'challenge' and 'what if' facilities.
- An awareness of the other software functions e.g. reporting functionality.
- An awareness of how JEGS can be adapted to fit business needs.
- A basic awareness of the interviewing techniques, and questioning skills required to obtain relevant job information to support a JEGS evaluation.
- An understanding of best practice in job evaluation, covering CSHR's role, products and guidance available to support and maintain fair and consistent JEGS evaluation standards.
- Skills practice - as a minimum two practical job evaluation exercises to ensure attendees gain practical experience of how a job evaluation is undertaken. The skills practice should include:
 - evaluating each role relative to the "job weight" with supporting reasons (i.e. the criteria/factors used)
 - scoring and discussing the scoring outcomes, rationale and supporting evidence identified in the JAF.

- 6.5 Beamans shall ensure that all JEGS tutors are trained in diversity and inclusion and the JEGS training complies with all discrimination legislation, including the Equality Act 2010 and Gender Recognition Act 2004.
- 6.6 The delivery of JEGS training shall be accessible to Customers employees through video conferencing facilities and shall include as a minimum:
- Provision of training material (JEGS Handbook) in accessible format upon request.
 - Provision of documentation in alternative formats where required or upon request of the Authority or Customers. (Where these is required Beamans will work with the Authority or Customer to ensure they can meet the necessary requirements).
 - Alternative booking arrangements to support Customers employees with hearing or speech difficulties.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Purchase of the WTW JEGS Training licence	Within 1 week of Contract Award
2	Provide itinerary of course dates and venues	Within 2 weeks of Contract Award
3	Draft attendee's evaluation questionnaire and agree with Authority	Within 2 weeks of Contract Award

8. MANAGEMENT INFORMATION/REPORTING

- 8.1 Beamans shall as a minimum:
- Develop an attendee evaluation questionnaire in agreement with the Authority.

- Participate in quarterly review meetings with the Authority to discuss contract performance and evaluation outcomes and at each meeting share thoughts on ways that the training might be improved.
- Provide the Authority with collated evaluation feedback from attendees no later than two weeks from the date of the training-taking place in a format agreed with the Authority.
- Make available at the request of the Authority a copy of all individual attendee evaluation questionnaires.
- Provide quarterly spend data to the Authority including number of attendees and the Customer name of those on each course.
- At the Authority's request, facilitate attendance of the Authority's representatives at the training event to enable monitoring of contract performance.

9. VOLUMES

- 9.1 This Contract is open for use by Central Government, therefore the volume of requests for JEGS training cannot be guaranteed. However, there is an expectation that Beamans shall provide a minimum of 10 open JEGS training events over a 12month period throughout the life of the contract or as otherwise agreed with the Authority.

10. CONTINUOUS IMPROVEMENT

- 10.1 Beamans will be expected to continually strive for ways to improve the way in which the required JEGS training service is delivered throughout the duration of the Contract.
- 10.2 Beamans shall present and discuss new ways of delivering JEGS training to the Authority during quarterly review meetings.
- 10.3 Beamans shall bring any changes to the way in which JEGS training is to be delivered to the Authority's attention and agree prior to any changes being implemented.

11. SUSTAINABILITY

- 11.1 There are no sustainability considerations directly linked to this Contract.

12. QUALITY

- 12.1 Beamans shall provide secure solutions that comply with:
- BS EN ISO 9001 or agreed equivalent.

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- HMG Baseline Personnel Security Standard.
- ISO/IEC 27001.

13. PRICE

- 13.1 The pricing schedule assumes the open course will be run with a ratio of six attendees over two days. Prices will be evaluated per attendee and per course rate.

14. STAFF AND CUSTOMER SERVICE

- 14.1 Beamans shall provide a sufficient level of Tutor resource throughout the duration of the JEGS training services provided for the CSHR Contract in order to consistently deliver a quality service to the Authority and Customers employees.
- 14.2 Beamans staff assigned to the provision of JEGS training services shall have relevant experience in delivering training in job evaluation using the JEGS methodology.
- 14.3 Beamans shall ensure their staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Framework Agreement.

15. SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery	Contracting Authority employees will receive a response by email within 3 working days to all requests for JEGS course dates and availability of places on specific dates.	98%
2	Delivery	Contracting Authority employees will receive initial confirmation of their place on the course, and invoicing arrangements, by email within 3 working days after the booking has been made and notice that final confirmation will be given subject to receipt of a Purchase Order from the relevant Contracting Authority.	98%

3	Delivery	Contracting Authority employees to attend a JEGS training course within 3 months of their initial request being made.	95%
4	Service outcomes	Contracting Authority employees to attend a JEGS training course within 3 months of their initial request being made.	98%

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 16.1 Beamans shall ensure that their employees having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Suppliers shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all Provider employees having access to OFFICIAL-SENSITIVE information.
- 16.2 Further details and the full requirements of the BPSS can be found at the gov.uk website at: <https://www.gov.uk/government/publications/security-policy-framework>

17. PAYMENT AND INVOICING

- 17.1 Once training requirements have been established and agreed the Customers should raise a purchase order for Beamans. Payment should be made by the Customers following satisfactory delivery of JEGS Training.
- 17.2 All invoices should be submitted by Beamans to the appropriate Customers using the approved process. Invoicing details will be provided at course booking. CSHR will not be liable for any costs incurred by Customers, including failure to pay invoice for training agreed with and provided to Customers by Beamans.
- 17.3 Each Customer is responsible for paying attendee costs for their employees. Should a Customer's employee no longer be able to attend the course they were booked on then depending on the period of notice provided to Beamans the Customers will be liable for cancellation charges, at the following rates per attendee:
- Customer provides more than 10 calendar days' notice – 10% of cost of the training
 - Customer provides more than 5 calendar days' notice but less than 10 – 50% of the cost of the training
 - Customer provides less than 5 calendar days' notice – the full cost of the training must be paid.

18. CONTRACT MANAGEMENT

18.1 The information provided by Beamans to the Contracting Authority under Section 8 above will form the basis of quarterly contract review meetings. The Authority will agree with Beamans the date of the meetings in advance and, unless otherwise agreed, use teleconferencing facilities, such as MS Teams.

18.2 Attendance at Contract Review meetings shall be at the Supplier's own expense.

19. LOCATION

19.1 The location of the Services will be carried out remotely through accessible and secure video conference facility, such as MS Teams or as otherwise agreed with the Authority.

ANNEX 4 – SUPPLIERS RESPONSE – NOT APPLICABLE

ANNEX 5 – CLARIFICATIONS – NOT APPLICABLE

ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

1. Data Protection

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 to this Schedule (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 1.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and

- (iv) cost of implementing any measures; (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the this Contract unless the Supplier is required by Law to retain the Personal Data.

1.5 Subject to Clause 1.7, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;

- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 1.6 The Supplier's obligation to notify under Clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

- (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
 - (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.11 such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 1.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.13 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Annex 1 (Processing Personal Data) by the Customer and may not be determined by the Supplier.
- 1.16 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

- 1.17 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.18 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
- (a) process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that
- :
- (i) the Supplier Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this Clause;

- (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Call Off Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call Off Contract unless the Supplier is required by Law to retain the Personal Data.

1.19 Subject to Clause 1.21, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data processed under this Call Off Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or (f) becomes aware of a Data Loss Event.

- 1.20 The Supplier's obligation to notify under Clause 1.19 shall include the provision of further information to the Customer in phases, as details become available.
- 1.21 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.19 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 1.22 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.23 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.24 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 1.25 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;

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- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 1.25 such that they apply to the Sub-processor; and
- (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

1.26 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

1.27 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).

1.28 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Annex 1 –Processing Personal Data Authorised Processing Template

1. The contact details of the Customer's Data Protection Officer is:

Data Protection Officer: REDACTED
Cabinet Office
70 Whitehall
London
SW1A 2AS

Email: REDACTED

2. The contract details of the Supplier Data Protection Officer is:

Data Protection Officer
Beamans Ltd
PO Box 2380
Watford
WD181RH

Email: REDACTED

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3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Contract Reference:	CSR/178
Date:	30 March 2023
Description Of Authorised Processing	Details
Identity of the Controller and Processor	1.1 Customer as Controller The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is
	the Controller and the Supplier is the Processor in accordance with Clause 1.1.]
Subject matter of the processing	The subject matter relates to enquiries and arrangements for the supply of JEGS training to Contracting Authorities. In managing the contract the supplier will provide feedback to the Contracting Authority from delegates on the training supplied.
Duration of the processing	Data will be processed to enable the supplier to provide JEGS training in accordance with the Statement of Requirements. The dates of the delivery of the training to be agreed with the Contracting Authority in accordance with the Statement of Requirements.

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Nature and purposes of the processing	<p>The purpose of the processing is to respond to course enquiries and booking arrangements, facilitating course booking and invoicing via email and telephone.</p> <p>The supplier will also provide course attendees with a joining pack including: joining instructions and invoicing details, course aims and objective, order of delivery, hard copy and/or link to the JEGS Good Practice Guide and copies of any job evaluation evidence i.e. Job Analysis Form (JAF) and job role description to support the practical exercises included in the course architecture.</p>
Type of Personal Data	The type of personal data would be name, employer, office address, office email address and office telephone number.
Categories of Data Subject	The data subject will be Contracting Authorities employees and supplier's employees
	The data will be retained in accordance with Civil Service Human Resources (CSHR) Expert Services directorate privacy notice . It will be kept for 7 years and retention beyond this period will then be reviewed on an annual basis.

ANNEX 7 – CHANGE CONTROL FORMS

Contract Title:			
Contract Reference:		Contract Change Number:	
Date CCN issued:		Date Change Effective from:	

1. The Contract is varied as follows:

1.1. Insert details of changes to the original contract.

2. Words and expressions in this Change Control Notice shall have the meanings given to them in the Contract.
3. The Contract, including any previous Contract changes, authorised in writing by both Parties, shall remain effective and unaltered except as amended by this Change Control Notice.