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CH Framework Agreement
Schedule 6.9 (Collaboration Principles)

Crown Hosting Framework Agreement

Schedule 6.9

Collaboration Principles

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1. Collaborative Objectives

1.1 The Framework Authority and each Customer requires a culture of collaboration between the Supplier of the Services under the Framework Agreement and other third parties who participate in the delivery of services to the Framework Authority or to Customers which integrate or interface with, or are similar to the Services, to ensure:

- a) consistent and integrated service delivery across the Framework Authority's and each relevant Customer's supply community;
- b) the ability for the Framework Authority and/or Customers to exploit and re-use information, and services; and
- c) delivering innovation in the Services and best value for the Framework Authority, the Customers and HMG,

("Consistency and Collaboration").

1.2 This Schedule governs the overall relationship of the Parties in relation to Consistency and Collaboration.

1.3 In particular, this Schedule sets out:

- a) behaviours which the Supplier is expected to abide by to support the Framework Authority and Customers in achieving the objectives of Consistency and Collaboration;
- b) commitments to support a common and consistent approach to management across system interfaces and service boundaries;
- c) treatment of Confidential Information disclosed or otherwise used in the context of Consistency and Collaboration; and
- d) governance arrangements which apply to manage the overall approach to Consistency and Collaboration.

2. Collaborative Support & Assistance

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- 2.1 The Supplier undertakes to provide such support and assistance as the Framework Authority and Customers may reasonably require to achieve the objectives of Consistency and Collaboration, as more particularly set out in this Schedule.

3. **Collaborative Behaviours**

- 3.1 The Supplier shall display the following behaviours when performing the Services in order to support the Framework Authority and Customers in achieving the objectives of Consistency and Collaboration anticipated by this Schedule:

- a) *collaborate and co-operate* - collaborate and co-operate positively with other Collaborative Partners where this is required to achieve a successful outcome to relevant activities and actions;
- b) *be accountable* - take on, manage and account to the Framework Authority and other Collaborative Partners for performance of specific tasks allocated;
- c) *be open* - communicate openly and honestly about concerns, issues or opportunities, fully explaining positions and having a willingness to take the time to listen to others;
- d) *learn, develop and seek to achieve full potential* - share information, experience, materials and skills with the Framework Authority, Customers and/or Collaborative Partners openly and constructively to learn from each other and develop effective working practices, work collaboratively to identify innovations, eliminate duplication of effort, mitigate risk and reduce the Customer costs;
- e) *adopt a positive outlook* - behave in a positive, "can-do" manner, helping the Framework Authority, Customers and Collaborative Partners to achieve desired outcomes and being willing to implement practical workarounds to resolve issues without delay or hindrance, even where the issue cuts across supplier boundaries;
- f) *use common taxonomy* - support effective integration and understanding across service boundaries through the use of common terminology;

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- g) *act on a timely basis* - recognise where requests for support are time critical in nature and respond accordingly to avoid delay;
- h) *promote a culture of collaboration* - promote the objectives and behaviours of Consistency and Collaboration referenced in this Schedule across all Supplier Personnel engaged in delivery of the Services, so as to create a culture and working practices aligned to the principles set out in this Schedule, including through performance management processes, training and induction programmes and client focussed internal forums for staff involved in operational delivery of the Services;
- i) *act in good faith* - support the Framework Authority, Customers and Collaborative Partners in securing successful outcomes and not allow a course of action to be taken which will be incompatible with, or adversely affect, the Framework Authority or relevant Customer(s) (as applicable) achieving a positive result;
- j) *share resource* - identify and report to the Framework Authority and/or relevant Customer(s) any circumstances where utilisation of a third party supplier's resources by the Supplier may benefit the Framework Authority or Customer(s) (as applicable) and/or the successful delivery of services to the Framework Authority and Customers, and make Supplier resources available to third party suppliers where utilisation of such resources are reasonably requested by the Framework Authority or relevant Customer(s) to provide a benefit to the Framework Authority or relevant Customer(s) and/or the successful delivery of services to the Framework Authority or relevant Customer(s); and
- k) *innovate* - seek to identify technical and operational innovations which may bring wider benefit to the Services delivered by the Supplier and to Customers' IS/IT estates, and where appropriate work collaboratively with one or more Collaborative Partners in order to explore the viability of an innovation and, subject to agreement with the Framework Authority and/or any Customer (as applicable), implement such innovation projects.

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- 3.2 The Supplier's compliance with the behaviours set out in paragraph 3.1 above shall be measured as part of the Framework Authority's assessment of Collaborative Behaviours, and any failure by the Supplier to comply with the Collaborative Behaviours shall be subject to consideration by the Framework Authority and affected Customers as part of the Contract & Operations Board described at paragraph 3 of Schedule 6.1 (Governance) of the Framework Agreement.

4. Consistency and Interfaces

- 4.1 The Supplier acknowledges the importance of adopting a consistent manner in its approach to development activity and, in particular, in respect of the interfacing and interoperability of any aspect of the Services and/or the Supplier System with the Framework Authority, any Customer and Collaborative Partners.

- 4.2 If the Framework Authority or Customer notifies the Supplier that it will be required to co-operate with a Collaborative Partner in order to achieve consistency in respect of a particular interface or Touch Point, the Framework Authority, Customer, Supplier and the relevant Collaborative Partner shall meet to discuss and agree:

a) the approach to be adopted by the Supplier and the relevant Collaborative Partner to ensure consistency in respect of the particular development activity; and

b) reasonable timescales for the implementation of the agreed approach,

with the Supplier taking all necessary steps within its power to ensure that the interface is successfully achieved.

- 4.3 If there is any dispute between the Supplier and any Collaborative Partner relating to the obligations set out in paragraph 4.2, the Supplier shall promptly notify the Framework Authority and/or the relevant Customer (as applicable) in writing of the dispute and shall provide, at the request of the Framework Authority or the relevant Customer, reasonable co-operation and assistance (including the provision of personnel, documents, information, and other materials) required to assist with the resolution, correction or remedy of that dispute.

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- 4.4 The Supplier acknowledges that to achieve consistency between Collaborative Partners, it shall adopt, to the extent possible, any common terminology or taxonomy defined within this Agreement and/or the Standards. Where the Supplier is unable to adopt any required terminology or taxonomy, the Supplier will notify the Framework Authority or the relevant Customer and shall co-operate with the Framework Authority, Customer and/or other Collaborative Partner(s) (as relevant) to resolve any such issues.

5. Collaboration Governance

The Supplier shall at all times comply with the governance structures set out in paragraph 3 of Schedule 6.1 (Governance) of the Framework Agreement which apply to the Contract & Operations Board.

6. Cross-Government Initiatives

- 6.1 The Supplier acknowledges that HMG may from time to time establish and operate collaborative programmes similar to those set out in this schedule in order to facilitate the re-use of documentation, software, data and associated materials which have been deployed for one or more Contracting Authorities, for the wider benefit of all Contracting Authorities and to support more effective management of HMG's supply chain ("**HMG Collaborative Agenda**").
- 6.2 The Supplier shall actively participate in the HMG Collaborative Agenda in accordance with the working principles set out in paragraph 3 of this Schedule and shall, in particular:
- a) make available such documentation, software, data and associated materials used in the provision of the Services under this Framework Agreement; and
 - b) provide such information, support and assistance as may be reasonably requested by other Contracting Authorities to conduct an assessment as to functional and performance issues associated with the Services.
- 6.3 For the avoidance of doubt, nothing in this Framework Agreement shall prevent the Authority from disclosing information to any other Contracting Authority regarding any matter relating to the Supplier, the provision of Services under this Framework

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Agreement, where this is reasonably requested by another Contracting Authority in the context of supporting the Collaborative Agenda.

7. Third Party Confidential Information

7.1 The Supplier may, during the course of participating in Consistency and Collaboration as anticipated under this Schedule 6.9, observe, be provided with or otherwise acquire information, knowledge, documents and other material, whether written or oral (including, without limitation, personal data and intellectual property), which relate to the business, affairs, developments, proposals, know-how, commercial arrangements or intentions of other Collaborative Partners ("**Confidential Collaborative Information**").

7.2 The Supplier understands the confidential nature of the Confidential Collaborative Information and undertakes for the benefit of each Collaborative Partner that:

- a) it shall safeguard and keep the Confidential Collaborative Information confidential and shall not:
 - i. disclose the Confidential Collaborative Information to anyone who is not authorised to receive it in the course of Consistency and Collaboration; or
 - ii. use the Confidential Collaborative Information for any purpose other than as required in connection with Consistency and Collaboration; and
- b) it shall comply with any further instructions relating to the use and/or disclosure of specific elements of Confidential Information notified to the relevant service providers via the Contract & Operations Board.

7.3 Paragraph 7.2 shall apply to all Confidential Collaborative Information except to the extent of any information that:

- a) is already a matter of public knowledge;
- b) has been lawfully obtained by the recipient under any other agreement or understanding;

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- c) is independently developed by the recipient without access to the Confidential Collaborative Information; or
 - d) the Supplier is obliged by law to disclose to a third party.
- 7.4 Nothing in this Schedule shall prevent the Supplier from using any techniques, ideas or know-how gained during the performance of Consistency and Collaboration in the course of its normal business to the extent that this use does not result in a disclosure of any Confidential Collaborative Information.
- 7.5 The Supplier shall not retain and shall return or destroy copies of all Confidential Collaborative Information immediately upon the earlier of:
 - (i) any breach by it of these confidentiality provisions;
 - (ii) completion of the collaborative task or activity in relation to which such Confidential Collaborative Information was originally made available; or
 - (iii) otherwise on termination of this Framework Agreement.
- 7.6 The Framework Authority shall procure that each Collaborative Partner shall, as a precondition to participation in Consistency and Collaboration, enter into a confidentiality undertaking on terms no less onerous than those set out in this paragraph 7, pursuant to which:
 - a) the relevant service provider undertakes to safeguard and keep confidential any Confidential Collaborative Information which relates to or is made available by the Supplier; and
 - b) the Supplier is entitled to enforce rights against the relevant Collaborative Partner in respect of any breach of that undertaking as a third party beneficiary.

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8. THIRD PARTY RIGHTS

For the purposes of Clause 49 (Third Party Rights) of the Framework Agreement, paragraph 7 may be enforced by any Collaborative Partner in their own name as a third party beneficiary in accordance with the Contracts (Rights of Third Parties) Act 1999.

9. RESOLUTION OF ISSUES

If the Supplier has any issues, concerns or complaints regarding any matter set out in this Schedule, including the conduct of any other Collaborative Partner, and such issues, concerns or complaints cannot be resolved by dialogue between the Collaborative Partners, the Supplier shall notify the Framework Authority Representative who shall seek to resolve the issue by a process of consultation with the Collaborative Partner in accordance with Schedule 6.1 (Governance) of the Framework Agreement.