

DATED <AWARD DATE>

Infrastructure Projects Authority

and

<SUPPLIER>

**FRAMEWORK AGREEMENT
FOR THE PROVISION OF
PROJECT INITIATION SUPPORT**

(Agreement Ref: RM3807)

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This Agreement is made on **<AWARD DATE>**

BETWEEN:

- (1) the Minister for the Cabinet Office ("**Cabinet Office**") as represented by Infrastructure Projects Authority (IPA), whose offices are located at 1 Horseguards Road, Whitehall , London (the "Contracting **Authority**");
- (2) **<SUPPLIER>** which is a company registered in **<COUNTRY OF REGISTRATION>** under company number **<COMPANY NO>** and whose registered office is at **<ADDRESS>** (the "**Supplier**").

RECITALS:

- A The Agent placed a contract notice 2016/S 202-366007 on 19/10/2016 (the "**OJEU Notice**") in the Official Journal of the European Union seeking tenders from providers of Project Initiation Support interested in entering into a Framework Arrangement for the supply of such Services to the Contracting Authority.
- B NOT USED
- C On 19/10/2016 the Agent issued an invitation to tender (the "**Invitation to Tender**") for the provision of Project Initiation Support.
- D In response to the Invitation to Tender, the Supplier submitted a tender to the Agent on 16/11/2016 (set out in Framework Schedule 21 (Tender)) (the "**Tender**") through which it represented to the Agent that it is capable of delivering the Services in accordance with the Contracting Authority's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to the Authority in the Tender in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner.
- E On the basis of the Tender, the Agent selected the Supplier to enter into a Framework Agreement for **<LOT(S)>** to provide the Services to the Contracting Authority from time to time on a call off basis in accordance with this Framework Agreement.
- F This Framework Agreement sets out the award and calling-off ordering procedure for purchasing the Services which may be required by the Contracting Authority, the template terms and conditions for any Call Off Agreement which the Contracting Authority may enter into and the obligations of the Supplier during and after the Framework Period.
- G It is the Parties' intention that there will be no obligation for the Contracting Authority to award any Call Off Agreements under this Framework Agreement during the Framework Period.

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 In this Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Framework Schedule 1 (Definitions) or the relevant Framework Schedule in which that capitalised expression appears.
- 1.1.2 If a capitalised expression does not have an interpretation in Framework Schedule 1 (Definitions) or the relevant Framework Schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.2 Interpretation

- 1.2.1 In this Framework Agreement, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) reference to a gender includes the other gender and the neuter;
 - (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - (e) the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - (f) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
 - (g) references to "representations" shall be construed as references to present facts; to "warranties" as references to present and future facts; and to "undertakings" as references to obligations under this Framework Agreement;
 - (h) references to "Clauses" and "Framework Schedules" are, unless otherwise provided, references to the clauses and schedules of this Framework Agreement and references in any Framework Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Framework Schedule or the part of the Framework Schedule in which the references appear;

- (i) any reference to this Framework Agreement includes Framework Schedule 1 (Definitions) and the Framework Schedules; and
 - (j) the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.
- 1.2.2 Subject to Clauses 1.2.3 and 1.2.4, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order of precedence:
 - (a) the Clauses and Framework Schedule 1 (Definitions);
 - (b) Framework Schedules 1 to 19 inclusive;
 - (c) Framework Schedule 21 (Tender).
- 1.2.3 If there is any conflict between the provisions of this Framework Agreement and provisions of any Call Off Agreement, the provisions of this Framework Agreement shall prevail over those of the Call Off Agreement save that:
 - (a) any refinement to the Template Order Form and Template Call Off Terms permitted for the purposes of a Call Off Agreement under Clause 4 and Framework Schedule 5 (Call Off Procedure) shall prevail over Framework Schedule 4 (Template Order Form and Template Call –Off Terms); and
 - (b) subject to Clause 1.2.4, the Call Off Agreement shall prevail over Framework Schedule 21 (Tender).
- 1.2.4 Where Framework Schedule 21 (Tender) contains provisions which are more favourable to the Contracting Authority in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. The Contracting Authority shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable to it in relation to this Framework Agreement.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

- 2.1.1 the Agent has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance or its obligations under this Framework Agreement;
- 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy of the Due Diligence Information;
- 2.1.3 it has raised all relevant due diligence questions with the Agent before the Framework Commencement Date, has undertaken all necessary due diligence and has entered into this Call Off Contract in reliance on its own due diligence alone;
- 2.1.4 it shall not be excused from the performance of any of its obligations under this Framework Agreement on the grounds of, nor shall the

Supplier by entitled to recover any additional costs or charges, arising as a result of any:

- (a) misrepresentation of the requirements of the Supplier in the Invitation to Tender or elsewhere;
- (b) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information; and/or
- (c) failure by the Supplier to undertake its own due diligence.

3. SUPPLIERS APPOINTMENT

- 3.1 The Agent hereby appoints the Supplier as a potential provider of the Services and the Supplier shall be eligible to be considered for the award of Call Off Agreements by the Contracting Authority during the Framework Period.
- 3.2 In consideration of the Supplier agreeing to enter into this Framework Agreement and to perform its obligations under it the Agent agrees to pay and the Supplier agrees to accept on the signing of this Framework Agreement the sum of one pound (£1.00) sterling (receipt of which is hereby acknowledged by the Supplier).

4. SCOPE OF FRAMEWORK AGREEMENT

- 4.1 Without prejudice to Clause 45 (Third Party Rights), this Framework Agreement governs the relationship between the Contracting Authority and the Supplier in respect of the provision of the Services by the Supplier.
- 4.2 The Supplier acknowledges and agrees that:
 - 4.2.1 there is no obligation whatsoever on the Contracting Authority to invite or select the Supplier to provide any Services and/or to purchase any Services under this Framework Agreement and
 - 4.2.2 in entering into this Framework Agreement no form of exclusivity has been conferred on the Supplier nor volume or value guarantee granted by the Contracting Authority in relation to the provision of the Services by the Supplier and that the Contracting Authority are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all Services which are the same as or similar to the Services.

5. CALL OFF PROCEDURE

- 5.1 If the Contracting Authority decides to source any of the Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Framework Period to award Call Off Agreements for the Services from the Supplier by following Framework Schedule 5 (Call Off Procedure).
- 5.2 The Supplier shall comply with the relevant provisions in Framework Schedule 5 (Call Off Procedure).

6. ASSISTANCE IN RELATED PROCUREMENTS

- 6.1 Where a Relevant Supplier is bidding to provide New Services in circumstances where the Supplier or an Affiliate of the Supplier is already providing (or due to

provide) Legacy Services to a Contracting Authority, the Supplier shall promptly provide the relevant Contracting Authority and/or the Relevant Supplier with all reasonable information and assistance as may be required from time to time to enable the relevant Contracting Authority and/or the Relevant Supplier, as appropriate, to:

- 6.1.1 carry out appropriate due diligence with respect to the provision of the New Services;
 - 6.1.2 NOT USED
 - 6.1.3 carry out a fair Further Competition Procedure for the New Services; and
 - 6.1.4 make a proper assessment as to the risk related to the New Services.
- 6.2 When performing its obligations in Clause 6.1 the Supplier shall act consistently, applying principles of equal treatment and non-discrimination, with regard to requests for assistance from and dealings with each Relevant Supplier.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 Each Party represents and warrants that:
- 7.1.1 it has full capacity and authority to enter into and to perform this Framework Agreement;
 - 7.1.2 this Framework Agreement is executed by its duly authorised representative;
 - 7.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Framework Agreement; and
 - 7.1.4 its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).
- 7.2 The Supplier represents and warrants that:
- 7.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
 - 7.2.2 it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into and perform its obligations under this Framework Agreement;
 - 7.2.3 it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where

- details of any such arrangement have been disclosed in writing to the Authority before the Framework Commencement Date;
- 7.2.4 its execution, delivery and performance of its obligations under this Framework Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;
- 7.2.5 as at the Framework Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its Tender, and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement;
- 7.2.6 if the Charges payable under this Framework Agreement exceed or are likely to exceed five (5) million pounds, as at the Framework Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
- 7.2.7 it has and shall continue to have all necessary Intellectual Property Rights including in and to any materials made available by the Supplier (and/or any Sub-Contractor) to the Contracting Authority which are necessary for the performance of the Suppliers obligations under this Framework Agreement;
- 7.2.8 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Contracting Authority's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Contracting Authority;
- 7.2.9 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement;
- 7.2.10 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, have been or are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Suppliers assets or revenue;
- 7.2.11 for the duration of this Framework Agreement and any Call Off Agreements and for a period of twelve (12) Months after the termination or expiry of this Framework Agreement or, if later, any Call Off Agreements, the Supplier shall not employ or offer employment to any staff of any Contracting Authority who has been associated with the procurement and/or provision of the Services without Approval or the prior written consent of the relevant Contracting Authority which shall not be unreasonably withheld; and
- 7.2.12 in performing its obligations under this Framework Agreement and any Call Off Agreement, the Supplier shall not (to the extent possible in the

circumstances) discriminate between Contracting Authorities on the basis of their respective sizes.

- 7.3 Each of the representations and warranties set out in Clauses 7.1 and 7.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Framework Agreement.
- 7.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 7.1 and 7.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 7.5 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of the breach of that provision by the Supplier which constitutes a material Default of this Framework Agreement.
- 7.6 Each time that a Call Off Agreement is entered into, the warranties and representations in Clauses 7.1 and 7.2 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time.

8. GUARANTEE

- 8.1 Where the Authority has notified the Supplier that prior to the execution of the first Call Off Agreement the Supplier shall provide a valid Framework Guarantee, then on or prior to the execution of the first Call Off Agreement, as a condition for the award of this Framework Agreement, the Supplier must have delivered to the Authority:
 - 8.1.1 an executed Framework Guarantee from a Framework Guarantor; and
 - 8.1.2 a certified copy extract of the board minutes and/or resolution of the Framework Guarantor approving the execution of the Framework Guarantee.
- 8.2 Where a Contracting Authority has notified the Supplier that the award of a Call Off Agreement by that Contracting Authority shall be conditional upon receipt of a valid Call Off Guarantee, then, on or prior to the execution of that Call Off Agreement, as a condition for the award of this Framework Agreement, the Supplier must have delivered to the Contracting Authority:
 - 8.2.1 an executed Call Off Guarantee from a Call Off Guarantor; and
 - 8.2.2 a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

9. CYBER ESSENTIALS SCHEME CONDITION

- 9.1 Where the Contracting Authority has notified the Supplier that prior to the execution of the first Call Off Agreement the Supplier shall provide a valid Cyber Essentials Scheme Basic Certificate, then on or prior to the execution of the first Call Off Agreement, as a condition for the award of this Framework Agreement, the Supplier must have delivered to the Contracting Authority evidence of the same.

- 9.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Framework Period or the contract period of any Call Off Agreement the Supplier shall deliver to the Contracting Authority evidence of renewal of a valid Cyber Essentials Scheme Basic Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Clause 9.1.
- 9.3 Where the Supplier is due to Process Cyber Essentials Scheme Data after the commencement date of the first Call Off Agreement but before the end of the Framework Period or contact period of the last Call Off Agreement, the Supplier shall deliver to the Contracting Authority evidence of:
- 9.3.1 a valid Cyber Essentials Scheme Basic (before the Supplier Processes any such Cyber Essentials Scheme Data); and
- 9.3.2 renewal of a valid Cyber Essentials Scheme Basic Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Clause 9.3.1.
- 9.4 In the event that the Supplier fails to comply with Clauses 9.2 or 9.3 (as applicable), the Contracting Authority reserves the right to terminate this Framework Agreement for material Default.

B. DURATION OF FRAMEWORK AGREEMENT

10. FRAMEWORK PERIOD

- 10.1 This Framework Agreement shall take effect on the Framework Commencement Date and shall expire, unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law, either
- 10.1.1 at the end of the Initial Framework Period; or
- 10.1.2 where the Contracting Authority elects to extend the Initial Framework Period in accordance with Clause 10.2 below, at the end of the Extension Framework Period.
- 10.2 The Contracting Authority may extend the duration of this Framework Agreement for a period of twelve (12) months up to a maximum of two (2) years in total from the expiry of the Initial Framework Period by giving the Supplier no less than three (3) Months written notice.

C. FRAMEWORK AGREEMENT PERFORMANCE

11. FRAMEWORK AGREEMENT PERFORMANCE

- 11.1 The Supplier shall perform its obligations under this Framework Agreement in accordance with:
- 11.1.1 the requirements of this Framework Agreement, including Framework Schedule 8 (Framework Management);
- 11.1.2 the terms and conditions of the respective Call Off Agreements;
- 11.1.3 Good Industry Practice;
- 11.1.4 all applicable Standards; and

11.1.5 in compliance with all applicable Law.

11.2 The Supplier shall bring to the attention of the Contracting Authority any conflict between any of the requirements of Clause 11.1 and shall comply with the Contracting Authority's decision on the resolution of any such conflict.

12. KEY PERFORMANCE INDICATORS

12.1 The Supplier shall at all times during the Framework Period comply with the Key Performance Indicators and achieve the KPI Targets set out in Part B of Framework Schedule 2 (Services and Key Performance Indicators).

13. NOT USED

14. NOT USED

15. CONTINUOUS IMPROVEMENT

15.1 The Supplier shall at all times during the Framework Period comply with its obligations to continually improve the Services and the manner in which it provides the Services as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking).

16. CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT

16.1 The Supplier shall perform all its obligations under all Call Off Agreements:

16.1.1 in accordance with the requirements of this Framework Agreement;

16.1.2 in accordance with the terms and conditions of the respective Call Off Agreements.

16.2 The Supplier shall draw any conflict in the application of any of the requirements of Clauses 16.1.1 and 16.1.2 to the attention of the Authority and shall comply with the Contracting Authority's decision on the resolution of any such conflict.

D. FRAMEWORK AGREEMENT GOVERNANCE

17. FRAMEWORK AGREEMENT MANAGEMENT

17.1 The Parties shall manage this Framework Agreement in accordance with Framework Schedule 8 (Framework Management).

18. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

18.1 The Supplier shall keep and maintain, until the later of:

18.1.1 seven (7) years after the date of termination or expiry of this Framework Agreement; or

18.1.2 seven (7) years after the date of termination or expiry of the last Call Off Agreement to expire or terminate; or

18.1.3 such other date as may be agreed between the Parties,

full and accurate records and accounts of the operation of this Framework Agreement, including the Call Off Agreements entered into with Contracting Authorities, the Services provided pursuant to the Call Off Agreements, and the

amounts paid by each Contracting Authority under the Call Off Agreements and those supporting tests and evidence that underpin the provision of the annual Self Audit Certificate and supporting Audit Report.

- 18.2 The Supplier shall keep the records and accounts referred to in Clause 18.1 in accordance with Good Industry Practice and Law.
- 18.3 The Supplier shall provide the Contracting Authority with a completed and signed annual Self Audit Certificate in respect of each Contract Year. Each Self Audit Certificate shall be completed and signed by an authorised senior member of the Suppliers management team or by the Suppliers external auditor and the signatory must be professionally qualified in a relevant audit or financial discipline.
- 18.4 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and should provide assurance that:
 - 18.4.1 Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
 - 18.4.2 all related invoices are completely and accurately included in the MI Reports;
 - 18.4.3 all Charges to the Contracting Authority comply with any requirements under this Framework Agreement on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and
 - 18.4.4 an additional sample of five (5) public sector Orders identified from the Suppliers order processing and invoicing systems as Orders not placed under this Framework Agreement have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those Orders, and those Orders should not otherwise have been routed via centralised mandated procurement processes executed by the Contracting Authority.
- 18.5 Each Self Audit Certificate should be supported by an Audit Report that provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.
- 18.6 The Supplier shall afford any Auditor access to the records and accounts referred to in Clause 18.1 at the Suppliers premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Auditors from time to time, in order that the Auditor may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Suppliers obligations under this Framework Agreement, including in order to:
 - 18.6.1 verify the accuracy of the Charges and any other amounts payable by a Contracting Authority under a Call Off Agreement (including proposed or actual variations to them in accordance with this Framework Agreement);

- 18.6.2 verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
 - 18.6.3 verify the Open Book Data;
 - 18.6.4 verify the Suppliers and each Sub-Contractor's compliance with the applicable Law;
 - 18.6.5 identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - 18.6.6 identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Sub-Contractors or their ability to perform the Services;
 - 18.6.7 obtain such information as is necessary to fulfil the Contracting Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - 18.6.8 review any books of account and the internal contract management accounts kept by the Supplier in connection with this Framework Agreement;
 - 18.6.9 carry out the Contracting Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
 - 18.6.10 enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 18.6.11 verify the accuracy and completeness of any Management Information delivered or required by this Framework Agreement;
 - 18.6.12 review any MI Reports and/or other records relating to the Suppliers performance of the Services and to verify that these reflect the Suppliers own internal reports and records;
 - 18.6.13 review the integrity, confidentiality and security of the Contracting Authority Personal Data; and/or
 - 18.6.14 receive from the Supplier on request summaries of all central government public sector expenditure placed with the Supplier including through routes outside the Framework in order to verify that the Suppliers practice is consistent with the Government's transparency agenda which requires all public sector bodies to publish details of expenditure on common goods and services.
- 18.7 The Contracting Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Call Off Agreements, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of the Contracting Authority.

- 18.8 Subject to the Contracting Authority's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:
- 18.8.1 all information within the scope of the Audit requested by the Auditor;
 - 18.8.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Services; and
 - 18.8.3 access to the Supplier Personnel.
- 18.9 NOT USED
- 18.10 If an Audit reveals that:
- 18.10.1 NOT USED
 - 18.10.2 a material Default has been committed by the Supplier;
- then the Contracting Authority shall be entitled to terminate this Framework Agreement.
- 18.11 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, save as specified in Clause 18.9 **Error! Reference source not found.**

19. CHANGE

19.1 Variation Procedure

- 19.1.1 Subject to the provisions of this Clause 19 and, in respect of any change to the Framework Prices, subject to the provisions of Framework Schedule 3 (Framework Prices and Charging Structure), the Contracting Authority may, at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Supplier, request a variation to this Framework Agreement provided always that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".
- 19.1.2 The Contracting Authority may request a Variation by completing, signing and sending the Variation Form as set out in Framework Schedule 19 (Variation Form) to the Supplier giving sufficient information for the Supplier to assess the extent of the proposed Variation and any additional cost that may be incurred.
- 19.1.3 The Supplier shall respond to the Contracting Authority's request pursuant to Clause 19.1.2 within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Contracting Authority having regard to the nature of the proposed Variation.
- 19.1.4 In the event that:
- (a) the Supplier is unable to agree to or provide the Variation; and/or

- (b) the Parties are unable to agree a change to the Framework Prices that may be included in a request for a Variation or response to it as a consequence thereof,
- (c) the Contracting Authority may:
 - (i) agree to continue to perform its obligations under this Framework Agreement without the Variation; or
 - (ii) terminate this Framework Agreement with immediate effect.

19.2 Legislative Change

19.2.1 The Supplier shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase in the Framework Prices as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Framework Commencement Date.

19.2.2 If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 19.2.1(b)), the Supplier shall:

- (a) notify the Contracting Authority as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Services, the Framework Prices or this Framework Agreement; and
- (b) provide the Contracting Authority with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Services; and
 - (iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking), has been taken into account in amending the Framework Prices.

19.2.3 Any change in the Framework Prices or relief from the Suppliers obligations resulting from a Specific Change in Law (other than as referred to in Clause 19.2.1(b)) shall be implemented in accordance with Clause 19.1(Variation Procedure).

E. TAXATION AND VALUE FOR MONEY PROVISIONS

20. NOT USED

21. PROMOTING TAX COMPLIANCE

- 21.1 This Clause 21 shall apply if the Charges payable under this Framework Agreement are or are likely to exceed five (5) million pounds during the Framework Period.
- 21.2 If, at any point during the Framework Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 21.2.1 notify the Contracting Authority in writing of such fact within five (5) Working Days of its occurrence; and
- 21.2.2 promptly provide to the Contracting Authority:
- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Contracting Authority may reasonably require.
- 21.3 In the event that the Supplier fails to comply with this Clause 21 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Contracting Authority are acceptable, then the Contracting Authority reserves the right to terminate this Framework Agreement for material Default.

22. BENCHMARKING

- 22.1 The Parties shall comply with the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking) in relation to the benchmarking of any or all of the Services.

23. NOT USED

24. NOT USED

25. SUPPLY CHAIN RIGHTS AND PROTECTION

25.1 Appointment of Key Sub-Contractors

- 25.1.1 The Contracting Authority has consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).
- 25.1.2 Where during the Framework Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Contracting Authority with whom it has entered into a Call Off Agreement and shall at the time of requesting such consent, provide the Contracting Authority with the information detailed in Clause 25.1.3. The decision of the Contracting Authority to consent or not will not be unreasonably withheld or delayed. The Contracting Authority may reasonably withhold their consent to the appointment of a Key Sub-Contractor if either of them considers that:
- (a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;

- (b) the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - (c) the proposed Key Sub-Contractor employs unfit persons.
- 25.1.3 The Supplier shall provide the Contracting Authority with whom the Supplier has entered into a Call Off Agreement with the following information in respect of the proposed Key Sub-Contractor:
- (a) the proposed Key Sub-Contractor's name, registered office and company registration number;
 - (b) the scope/description of any Services to be provided by the proposed Key Sub-Contractor;
 - (c) where the proposed Key Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Contracting Authority that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - (d) Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Period; and
 - (e) Credit Rating Threshold (as defined in Framework Schedule 16 (Financial Distress)) of the Key Sub-Contractor.
- 25.1.4 If requested by the Contracting Authority with whom the Supplier has entered into a Call Off Agreement, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Clause 25.1.3, the Supplier shall also provide:
- (a) a copy of the proposed Key Sub-Contract; and
 - (b) any further information reasonably requested by the Authority and/or the Contracting Authority with whom the Supplier has entered into a Call Off Agreement.
- 25.1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- (a) provisions which will enable the Supplier to discharge its obligations under this Framework Agreement;
 - (b) a right under CRTPA for the Contracting Authority to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Authority;
 - (c) a provision enabling the Contracting Authority to enforce the Key Sub-Contract as if it were the Supplier;
 - (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Contracting Authority;
 - (e) obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Framework Agreement in respect of:

- (i) the data protection requirements set out in Clause 27.5 (Protection of Personal Data);
 - (ii) the FOIA requirements set out in Clause 27.4 (Freedom of Information);
 - (iii) the obligation not to embarrass the Contracting Authority or otherwise bring the Contracting Authority into disrepute set out in Clause 28 (Publicity and Branding);
 - (iv) the keeping of records in respect of the Services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (v) the conduct of audits set out in Clause 18 (Records, Audit Access and Open Book Data);
- (f) provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Contracting Authority under Clauses 33 (Contracting Authority Termination Rights) and 35 (Consequences of Expiry or Termination) of this Framework Agreement;
 - (g) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Contracting Authority;
 - (h) NOT USE

25.2 **Supply Chain Protection**

25.2.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- (a) requiring the Supplier to pay any undisputed sums which are due from the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;
- (b) requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- (c) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by sub-clauses (a) and (b) above; and
- (d) conferring a right to the Contracting Authority with whom the Supplier has entered a Call Off Agreement to publish the Suppliers compliance with its obligation to pay undisputed invoices within the specified payment period.

- 25.2.2 The Supplier shall ensure that all Sub-Contracts with Sub-Contractors who Process Cyber Essentials Data contain provisions no less onerous on the Sub-Contractors than those imposed on the Supplier under this Framework Agreement in respect of the Cyber Essentials Scheme under Clause 9.
- 25.2.3 The Supplier shall pay any undisputed sums which are due from the Supplier to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice.
- 25.2.4 Any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.
- 25.2.5 Notwithstanding any provision of Clauses 27.2 (Confidentiality) and 28 (Publicity and Branding) if the Supplier notifies the Contracting Authority that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Contracting Authority otherwise discovers the same, the Contracting Authority shall be entitled to publish the details of the late payment or non-payment (including on government websites and in the press).

25.3 Termination of Sub-Contracts

- 25.3.1 The Contracting Authority may require the Supplier to terminate:
 - (a) a Sub-Contract where:
 - (i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Contracting Authority's right of termination pursuant to any of the termination events in Clause 33 (Contracting Authority Termination Rights) except Clause 33.7 (Termination Without Cause); and/or
 - (ii) the relevant Sub-Contractor or its Affiliates embarrassed the Contracting Authority or otherwise brought the Contracting Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Contracting Authority, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise; and/or
 - (b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-contractor, unless:
 - (i) the Contracting Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
 - (ii) the Contracting Authority has not served its notice of objection within six (6) Months of the later of the date the Change of Control took place or the date on which the Contracting Authority was given notice of the Change of Control.

25.3.2 Where the Contracting Authority requires the Supplier to terminate a Sub-Contract or a Key Sub-Contract pursuant to Clause 25.3.1 above, the Supplier shall remain responsible for fulfilling all its obligations under this Framework Agreement including the provision of the Services.

25.4 **Competitive Terms**

25.4.1 If the Contracting Authority is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Services, then the Contracting Authority may:

- (a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Contracting Authority in respect of the relevant item; or
- (b) subject to Clause 25.3 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.

25.4.2 If the Contracting Authority exercises either option pursuant to Clause 25.4.1, then the Framework Prices shall be reduced by an amount that is agreed in accordance with Clause 19.1 (Variation Procedure).

25.4.3 The Contracting Authority's right to enter into a direct agreement for the supply of the relevant items is subject to:

- (a) the Contracting Authority shall make the relevant item available to the Supplier where this is necessary for the Supplier to provide the Services; and
- (b) any reduction in the Framework Prices taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

25.5 **Retention of Legal Obligations**

25.5.1 Notwithstanding the Suppliers right to sub-contract pursuant to this Clause 25.5.1, the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

F. INTELLECTUAL PROPERTY AND INFORMATION

26. INTELLECTUAL PROPERTY RIGHTS

26.1 **Allocation of title to IPR**

26.1.1 Save as granted under this Framework Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.

26.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in

Clause 26.1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

- 26.1.3 Subject to Clauses 26.1.4, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 26.1.4 Subject to full compliance with the Branding Guidance, the Supplier shall be entitled to use the Contracting Authority's logo exclusively in connection with the provision of the Services during the Framework Period and for no other purpose.

26.2 IPR Indemnity

- 26.2.1 The Supplier shall ensure and procure that the availability, provision and use of the Services and the performance of the Suppliers responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
- 26.2.2 The Supplier shall, during and after the Framework Period, on written demand, indemnify the Contracting Authority against all Losses incurred by, awarded against, or agreed to be paid by the Contracting Authority (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
- 26.2.3 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:
 - (a) procure for the Contracting Authority the right to continue using the relevant item which is subject to the IPR Claim; or
 - (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Services;
 - (iii) there is no additional cost to the Contracting Authority; and
 - (iv) the terms and conditions of this Framework Agreement shall apply to the replaced or modified Services.
- 26.2.4 If the Supplier elects to procure a licence in accordance with Clause 26.2.3(a) or to modify or replace an item pursuant to Clause 26.2.3(b), but this has not avoided or resolved the IPR Claim, then:
 - (a) the Contracting Authority may terminate this Framework Agreement by written notice with immediate effect; and
 - (b) without prejudice to the indemnity set out in Clause 26.2.2, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the

additional costs of procuring, implementing and maintaining the substitute items.

27. PROVISION AND PROTECTION OF INFORMATION

27.1 Provision of Management Information

27.1.1 The Supplier shall, at no charge to the Contracting Authority, submit to the Contracting Authority complete and accurate Management Information in accordance with the provisions of Framework Schedule 9 (Management Information).

27.1.2 The Supplier grants the Contracting Authority a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

- (a) use and to share with any Other Contracting Authority and Relevant Person; and/or
- (b) publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),

any Management Information supplied to the Contracting Authority for the Contracting Authority's normal operational activities including but not limited to administering this Framework Agreement and/or all Call Off Agreements, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

27.1.3 The Contracting Authority shall in its absolute and sole discretion determine whether any Management Information is exempt from disclosure in accordance with the provisions of the FOIA.

27.1.4 The Contracting Authority may consult with the Supplier to help with its decision regarding any exemptions under Clause 27.1.3 but, for the purpose of this Framework Agreement, the Contracting Authority shall have the final decision in its absolute and sole discretion.

27.2 Confidentiality

27.2.1 For the purposes of this Clause 27.2, the term "Disclosing Party" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "Recipient" shall mean the Party which receives or obtains directly or indirectly Confidential Information.

27.2.2 Except to the extent set out in this Clause 27.2 or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:

- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
- (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the Disclosing Party's prior written consent;

- (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and
 - (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 27.2.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 27.4 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
 - (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Contracting Authority arising out of or in connection with this Framework Agreement;
 - (ii) the examination and certification of the Contracting Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Contracting Authority is making use of its resources; or
 - (iii) the conduct of a Central Government Body review in respect of this Framework Agreement; or
 - (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 27.2.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 27.2.5 Subject to Clauses 27.2.2 and 27.2.3, the Supplier may only disclose the Confidential Information of the Authority on a confidential basis to:
- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Suppliers obligations under this Framework Agreement; and
 - (b) its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.

- 27.2.6 Where the Supplier discloses the Confidential Information of the Contracting Authority pursuant to Clause 27.2.5 it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Framework Agreement by the persons to whom disclosure has been made.
- 27.2.7 The Contracting Authority may disclose the Confidential Information of the Supplier:
- (a) to any Central Government Body or Other Contracting Authority on the basis that the information may only be further disclosed to Central Government Bodies or Other Contracting Authorities;
 - (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
 - (c) to the extent that the Contracting Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 27.2.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;
 - (e) on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or
 - (f) to a proposed Transferee, assignee or novatee of, or successor in title to the Contracting Authority,
 - (g) 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 Contracting Authority under this Clause 27.2.7.
- 27.2.8 For the avoidance of doubt, the Confidential Information that the Authority may disclose under Clause 27.2.7 shall include information relating to Call Off Agreements, including service levels, pricing information (which includes information on prices tendered in a Further Competition Procedure, even where such a Further Competition Procedure does not result in the award of a Call Off Agreement) and the terms of any Call Off Agreement may be shared with any Central Government Body or Other Contracting Authority from time to time.
- 27.2.9 Nothing in this Clause 27.2 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

27.2.10 In the event that the Supplier fails to comply with Clauses 27.2.2 to 27.2.5, the Contracting Authority reserves the right to terminate this Framework Agreement for material Default.

27.3 **Transparency**

27.3.1 The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein. The Contracting Authority shall determine whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Contracting Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

27.3.2 Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for the Contracting Authority to publish this Framework Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Framework Agreement agreed from time to time.

27.3.3 The Supplier acknowledges and agrees that publication of this Framework Agreement will include the publication of the name and contact details of the Supplier Representative (including its successors). Such details will not be redacted.

27.3.4 By executing this Framework Agreement, the Supplier confirms that it has obtained the Supplier Representative's consent and shall, prior to the appointment of any successor Supplier Representative obtain the successor's consent, permitting the publication of their name and contact details under this Clause 27.3 or otherwise, the Supplier shall take all necessary steps to ensure that publication will not cause the Contracting Authority or the Supplier to breach the Data Protection Act 1998.

27.3.5 The Supplier shall assist and cooperate with the Contracting Authority to enable the Contracting Authority to publish this Framework Agreement.

27.4 **Freedom of Information**

- (a) The Supplier acknowledges that the Contracting Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (b) provide all necessary assistance and cooperation as reasonably requested by the Contracting Authority to enable the Authority to comply with its Information disclosure obligations under the FOIA and EIRs;

- (c) transfer to the Contracting Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (d) provide the Contracting Authority with a copy of all Information belonging to the Contracting Authority requested in the Request for Information which is in the Suppliers possession or control in the form that the Contracting Authority requires within five (5) Working Days (or such other period as the Contracting Authority may reasonably specify) of the Authority's request for such Information; and
- (e) not respond directly to a Request for Information unless authorised in writing to do so by the Contracting Authority.

27.4.2 The Supplier acknowledges that the Contracting Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Contracting Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) for the purpose of this Framework Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

27.5 Protection of Personal Data

27.5.1 Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Framework Agreement, the Parties acknowledge that the Contracting Authority is the Data Controller and that the Supplier is the Data Processor.

27.5.2 The Supplier shall:

- (a) Process the Personal Data only in accordance with instructions from the Contracting Authority to perform its obligations under this Framework Agreement;
- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data;
- (c) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Framework Agreement);

- (d) take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
 - (i) are aware of and comply with the Suppliers duties under this Clause 27.5.2 and Clause 27.2 (Confidentiality);
 - (ii) 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 Contracting Authority or as otherwise permitted by this Framework Agreement; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
 - (iv) notify the Contracting Authority within five (5) Working Days if it receives:
 - (v) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request), a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Contracting Authority's obligations under the DPA;
 - (vi) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (vii) 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;
- (e) provide the Contracting Authority with full cooperation and assistance (within the timescales reasonably required by the Contracting Authority) in relation to any complaint, communication or request made (as referred to at Clause 27.5.2(d)(iv), including by promptly providing:
 - (i) the Contracting Authority with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the Contracting Authority to enable the Contracting Authority to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
 - (iii) the Contracting Authority, on request by the Contracting Authority, with any Personal Data it holds in relation to a Data Subject; and
- (f) if requested by the Contracting Authority, provide a written description of the measures that the Supplier has taken and

technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 27.5.2 and provide to the Contracting Authority copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

27.5.3 The Supplier shall not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together “**Restricted Countries**”). If, after the Framework Commencement Date, the Supplier or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to anywhere outside the European Economic Area, the following provisions shall apply:

- (a) the Supplier shall propose a variation to the Contracting Authority which, if it is agreed by the Contracting Authority, shall be dealt with in accordance with Clause 19.1 (Variation Procedure) and Clauses 27.5.3(b) to 27.5.3(e);
- (b) the Supplier shall set out in its proposal to the Contracting Authority for a Variation, details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
 - (ii) the Restricted Countries to which the Personal Data will be transferred and/or Processed; and
 - (iii) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
- (c) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Contracting Authority’s compliance with the DPA;
- (d) in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with the Contracting Authority, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
- (e) the Supplier shall comply with such other instructions and shall carry out such other actions as the Contracting Authority may notify in writing, including:
 - (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Framework Agreement or a separate data processing agreement between the Parties; and

- (ii) procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data processing agreement with the Contracting Authority on such terms as may be required by the Contracting Authority; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Contracting Authority and the Supplier relating to the relevant Personal Data transfer,

and the Supplier acknowledges that in each case, this may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which the Contracting Authority deems necessary for the purpose of protecting Personal Data.

27.5.4 The Supplier shall use its reasonable endeavours to assist the Contracting Authority to comply with any obligations under the DPA and shall not perform its obligations under this Framework Agreement in such a way as to cause the Contracting Authority to breach any of the Contracting Authority's obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

28. PUBLICITY AND BRANDING

28.1 **Subject to Clause 29 (Marketing), the Supplier shall not:**

28.1.1 make any press announcements or publicise this Framework Agreement in any way; or

28.1.2 use the Contracting Authority's name or brand in any promotion or marketing or announcement of Orders,

without Approval (the decision of the Contracting Authority to Approve or not shall not be unreasonably withheld or delayed).

28.2 Each Party acknowledges to the other that nothing in this Framework Agreement either expressly or by implication constitutes an approval and/or endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.

28.3 The Contracting Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon the Contracting Authority, including any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

29. MARKETING

- 29.1 The Supplier shall undertake marketing of this Framework Agreement and the Services on behalf of the Contracting Authority to Other Contracting Authorities in accordance with the provisions of Framework Schedule 11 (Marketing).
- 29.2 The Supplier shall obtain the Contracting Authority's Approval prior to publishing any content in relation to this Framework Agreement using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, the Contracting Authority may give the Supplier notice to rectify the failure and if the failure is not rectified to the reasonable satisfaction of the Contracting Authority within one (1) Month of receipt of such notice, the Contracting Authority shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

G. LIABILITY AND INSURANCE

30. LIABILITY

- 30.1 Neither Party excludes or limits its liability for:
- 30.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
 - 30.1.2 bribery or Fraud by it or its employees; or
 - 30.1.3 any liability to the extent it cannot be excluded or limited by Law.
- 30.2 The Supplier does not exclude or limit its liability in respect of the indemnity in Clause 26.2 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.
- 30.3 Subject to Clauses 30.1 and 30.2, each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement as a result of Defaults or Contracting Authority Cause (as the case may be) shall in no event exceed:
- 30.3.1 in relation to any Default or Contracting Authority Cause (as the case may be) occurring from the Framework Commencement Date to the end of the first Contract Year, one hundred thousand pounds (£100,000)
 - 30.3.2 in relation to any Default or Contracting Authority Cause (as the case may be) occurring in each subsequent Contract Year following the end of the first Contract Year, that commences during the remainder of the Framework Period, one hundred thousand pounds (£100,000) in each such Contract Year.
 - 30.3.3 in relation to any Default or Contracting Authority Cause occurring in each Contract Year that commences after the end of the Framework Period, one hundred thousand pounds (£100,000) in each such Contract Year.
- 30.4 Subject to Clause 30.1, neither Party shall be liable to the other Party for any:
- 30.4.1 indirect, special or consequential Loss;

- 30.4.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 30.5 Subject to Clause 30.3, and notwithstanding Clause 30.4, the Supplier acknowledges that the Contracting Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Contracting Authority to the extent that they arise as a result of a Default by the Supplier:
 - 30.5.1 NOT USED
 - 30.5.2 any additional operational and/or administrative costs and expenses incurred by the Contracting Authority, including costs relating to time spent by or on behalf of the Contracting Authority in dealing with the consequences of the Default;
 - 30.5.3 any wasted expenditure or charges;
 - 30.5.4 the additional cost of procuring Replacement Services for the remainder of the Framework Period, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Framework Agreement;
 - 30.5.5 any compensation or interest paid to a third party by the Contracting Authority;
 - 30.5.6 any fine, penalty or costs incurred by the Contracting Authority pursuant to Law.
- 30.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.
- 30.7 NOT USED
- 30.8 For the avoidance of doubt, the Parties acknowledge and agree that this Clause 30 shall not limit the Suppliers liability to a Contracting Authority under any Call Off Agreement and the Suppliers liability under a Call Off Agreement shall be as provided for in that Call Off Agreement only.

31. INSURANCE

- 31.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Framework Agreement, and shall procure that Subcontractors shall effect and maintain insurances in relation to the performance of their obligations under any Sub-Contract, in accordance with Schedule 14 (Insurance Requirements).
- 31.2 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under this Framework Agreement or any Call Off Agreements.

H. REMEDIES

32. CONTRACTING AUTHORITY

- 32.1 Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 33.2 (Termination on Material Default), if the Supplier fails to achieve a KPI Target on two or more occasions within any

twelve (12) Month rolling period, the Supplier acknowledges and agrees that the Contracting Authority shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:

- 32.1.1 The Contracting Authority shall be entitled to require the Supplier, and the Supplier agrees to prepare and provide to the Contracting Authority, an Improvement Plan within ten (10) Working Days of a written request by the Contracting Authority for such Improvement Plan. Such Improvement Plan shall be subject to Approval and the Supplier will be required to implement any Approved Improvement Plan, as soon as reasonably practicable.
- 32.1.2 The Contracting Authority shall be entitled to require the Supplier, and the Supplier agrees to attend, within a reasonable time one (1) or more meetings at the request of the Contracting Authority in order to resolve the issues raised by the Contracting Authority in its notice to the Supplier requesting such meetings.
- 32.1.3 The Contracting Authority shall be entitled to serve an Improvement Notice on the Supplier and the Supplier shall implement such requirements for improvement as set out in the Improvement Notice.
- 32.1.4 In the event that the Contracting Authority has, in its absolute and sole discretion, invoked one or more of the remedies set out above and the Supplier either:
 - (a) fails to implement such requirements for improvement as set out in the Improvement Notice; and/or
 - (b) fails to implement an Improvement Plan Approved by the Contracting Authority;

then (without prejudice to any other rights and remedies of termination provided for in this Framework Agreement), the Contracting Authority shall be entitled to terminate this Framework Agreement for material Default.

I. TERMINATION AND SUSPENSION

33. COMPLIANCE CONTRACTING AUTHORITY TERMINATION RIGHTS

33.1 Termination in Relation To Guarantee

- 33.1.1 Where the Authority has procured a Framework Guarantee from the Supplier under Clause 8.1 (Guarantee), the Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:
 - (a) the Framework Guarantor withdraws the Framework Guarantee for any reason whatsoever;
 - (b) the Framework Guarantor is in breach or anticipatory breach of the Framework Guarantee;
 - (c) an Insolvency Event occurs in respect of the Framework Guarantor;

- (d) the Framework Guarantee becomes invalid or unenforceable for any reason whatsoever; or
- (e) the Supplier fails to provide the documentation required by Clause 8.1 by the date so specified by the Authority;

and in each case the Framework Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Authority.

33.1.2 Where a Contracting Authority has procured a Call Off Guarantee from the Supplier under Clause 8.2 (Guarantee), the Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:

- (a) the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
- (b) the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
- (c) an Insolvency Event occurs in respect of the Call Off Guarantor; or
- (d) the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever;
- (e) the Supplier fails to provide the documentation required by Clause 8.2 by the date so specified by the Contracting Authority;

and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Contracting Authority and/or Authority.

33.2 Termination on Material Default

33.2.1 The Contracting Authority may terminate this Framework Agreement for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier fails to accept a Call Off Agreement pursuant to paragraph 7.2 of Framework Schedule 5 (Call Off Procedure);
- (b) a Contracting Authority terminates a Call Off Agreement for the Suppliers breach of that Call Off Agreement;
- (c) NOT USED
- (d) NOT USED
- (e) the Supplier refuses or fails to comply with its obligations as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking);
- (f) in the event of two or more failures by the Supplier to meet the KPI Targets whether the failures relate to the same or different KPI targets, in any rolling period of three (3) Months;
- (g) the Contracting Authority expressly reserves the right to terminate this Framework Agreement for material Default including pursuant to:
 - (i) Clause 9.4 (Cyber Essentials Scheme Condition)

- (ii) Clause 19.1.4(c)(ii) (Variation Procedure);
 - (iii) Clause 32.1.4 (Contracting Authority Remedies);
 - (iv) Clause 27.2.10 (Confidentiality);
 - (v) Clause 40.6.2 (Prevention of Fraud and Bribery);
 - (vi) Clause 36.1.2 (Compliance with the Law);
 - (vii) Clause 41.3 (Conflicts of Interest);
 - (viii) Paragraph 6.2 of Framework Schedule 9 (Management Information); and/or
 - (ix) anywhere that is stated in this Framework Agreement that the Supplier by its act or omission will have committed a material Default;
- (h) the Supplier commits a material Default of any of the following Clauses or Framework Schedules:
- (i) Clause 7 (Representations and Warranties) except Clause 7.2.6;
 - (ii) Clause 11 (Framework Agreement Performance);
 - (iii) NOT USED
 - (iv) Clause 18 (Records, Audit Access and Open Book Data);
 - (v) NOT USED
 - (vi) Clause 21 (Promoting Tax Compliance);
 - (vii) NOT USED
 - (viii) Clause 25 (Supply Chain Rights and Protection);
 - (ix) Clause 27.1 (Provision of Management Information);
 - (x) Clause 27.4 (Freedom of Information);
 - (xi) Clause 27.5 (Protection of Personal Data); and
 - (xii) paragraph 1.2 of Part B of Framework Schedule 2 (Services and Key Performance Indicators);
 - (xiii) NOT USED
- (i) the representation and warranty given by the Supplier pursuant to Clause 7.2.6 is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Contracting Authority are acceptable;
- (j) the Supplier commits any material Default which is not, in the reasonable opinion of the Contracting Authority, capable of remedy; and/or
- (k) the Supplier commits a Default, including a material Default, which in the opinion of the Contracting Authority is remediable but has not remedied such Default to the satisfaction of the

Contracting Authority within twenty (20) Working Days, or such other period as may be specified by the Contracting Authority, after issue of a written notice from the Contracting Authority to the Supplier specifying the remediable Default and requesting it to be remedied in accordance with any instructions of the Contracting Authority.

33.3 Termination in Relation to Financial Standing

33.3.1 The Contracting Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Contracting Authority there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

- (a) adversely impacts on the Suppliers ability to supply the Services under this Framework Agreement; or
- (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Framework Agreement;

33.4 Termination on Insolvency

33.4.1 The Contracting Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

33.5 Termination on Change of Control

33.5.1 The Supplier shall notify the Contracting Authority immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.

33.5.2 The Supplier shall ensure that any notification made pursuant to Clause 33.5.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

33.5.3 The Contracting Authority may terminate this Framework Agreement under Clause 33.5 by issuing a Termination Notice to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Contracting Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

33.6 Termination for breach of Regulations

33.6.1 The Contracting Authority may terminate this Framework Agreement by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

33.7 Termination Without Cause

33.7.1 The Contracting Authority shall have the right to terminate this Framework Agreement with effect from at any time following nine (9) Months after the Framework Commencement Date by giving at least three (3) Months written notice to the Supplier.

33.8 Partial Termination

33.8.1 Where the Contracting Authority has the right to terminate this Framework Agreement, the Contracting Authority is entitled to terminate all or part of this Framework Agreement pursuant to this Clause 33.8 provided always that, if the Contracting Authority elects to terminate this Framework Agreement in part, the parts of this Framework Agreement not terminated or suspended can, in the Contracting Authority's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Framework Agreement.

33.8.2 The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 19.1 (Variation Procedure) including the effect that the partial termination may have on the provision of any other Services and the Framework Prices provided that:

- (a) the Supplier shall not be entitled to an increase in the Framework Prices in respect of the Services that have not been terminated if the partial termination arises due to the exercise of any of the Contracting Authority's termination rights under Clause 33.8 (Contracting Authority Termination Rights) with the exception of Clause 33.7 (Termination Without Cause); and
- (b) the Supplier shall not be entitled to reject the variation.

34. SUSPENSION OF SUPPLIERS APPOINTMENT

34.1 If the Contracting Authority is entitled to terminate this Framework Agreement pursuant to Clause 33 (Contracting Authority Termination Rights), the Contracting Authority may instead elect in its sole discretion to suspend the Suppliers ability to accept Orders under this Framework Agreement by giving notice in writing to the Supplier, and the Supplier agrees that it shall not be entitled to enter into any new Call Off Agreement during the period specified in the Contracting Authority's notice.

34.2 Any suspension under Clause 34.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Contracting Authority.

34.3 The Parties acknowledge that suspension shall not affect the Suppliers obligation to perform any existing Call Off Agreements concluded prior to the suspension notice.

34.4 If the Contracting Authority provides notice to the Supplier in accordance with this Clause 34.1, the Suppliers appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Contracting Authority in writing from time to time.

- 34.5 For the avoidance of doubt, no period of suspension under this Clause 34 shall result in an extension of the Framework Period.

35. CONSEQUENCES OF EXPIRY OR TERMINATION

- 35.1 Notwithstanding the service of a notice to terminate this Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this Clause 35.
- 35.2 Termination or expiry of this Framework Agreement shall not cause any Call Off Agreements to terminate automatically. For the avoidance of doubt, all Call Off Agreements shall remain in force unless and until they are terminated or expire in accordance with the provisions of the Call Off Agreement.
- 35.3 If the Authority terminates this Framework Agreement under Clause 33.2 (Termination on Material Default) and then makes other arrangements for the supply of the Services to Contracting Authorities, the Supplier shall indemnify the Contracting Authority in full upon demand for the cost of procuring, implementing and operating any alternative or replacement Services to the Services and no further payments shall be payable by the Contracting Authority until the Contracting Authority has established and recovered from the Supplier the full amount of such cost.
- 35.4 Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to the Contracting Authority any and all of the Contracting Authority's Confidential Information in the Suppliers possession, power or control, either in its then current format or in a format nominated by the Contracting Authority, and any other information and all copies thereof owned by the Contracting Authority, save that it may keep one copy of any such data or information to the extent reasonably necessary to comply with its obligations under this Framework Agreement or under any Law, for a period of up to twelve (12) Months (or such other period as Approved by the Contracting Authority and is reasonably necessary for such compliance).
- 35.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
- 35.6 Termination or expiry of this Framework Agreement shall be without prejudice to the survival of any provision of this Framework Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry of this Framework Agreement, including the provisions of:
- 35.6.1 Clauses 1 (Definitions and Interpretation), 7 (Representations and Warranties), 9 (Cyber Essentials Scheme Condition), 11 (Framework Agreement Performance), 18 (Records, Audit Access and Open Book Data), 26 (Intellectual Property Rights), 27.1 (Provision of Management Information), 27.2 (Confidentiality), 27.3 (Transparency), 27.4 (Freedom of Information), 27.5 (Protection of Personal Data), 30 (Liability), 31 (Insurance), 35 (Consequences of Expiry or Termination), 36 (Compliance), 38 (Waiver and Cumulative Remedies), 40 (Prevention of Fraud and Bribery), 42 (Severance), 44 (Entire Agreement), 45 (Third Party Rights), 46 (Notices), 47

(Complaints Handling), 48 (Dispute Resolution) and 49 (Governing Law and Jurisdiction); and

35.6.2 Framework Schedules 2 (Services and Key Performance Indicators), 3 (Framework Prices and Charging Structure), 7 (Key Sub-Contractors), 8 (Framework Management), 9 (Management Information), 10 (Annual Self Audit Certificate), 12 (Continuous Improvement and Benchmarking), 13 (Guarantee) 14 (Insurance Requirements, 17 (Commercially Sensitive Information) and 21 (Tender).

J. MISCELLANEOUS AND GOVERNING LAW

36. COMPLIANCE

36.1 Compliance with Law

36.1.1 The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.

36.1.2 In the event that the Supplier or the Supplier Personnel fails to comply with Clause 36.1.1, this shall be deemed to be a material Default and the Contracting Authority reserves the right to terminate this Framework Agreement by giving notice in writing to the Supplier.

36.2 Equality and Diversity

36.2.1 The Supplier shall:

(a) perform its obligations under this Framework Agreement (including those in relation to the provision of the Services) in accordance with:

(i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and

(ii) any other requirements and instructions which the Contracting Authority reasonably imposes in connection with any equality obligations imposed on the Contracting Authority at any time under applicable equality Law;

(b) take all necessary steps, and inform the Contracting Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

36.3 Official Secrets Act and Finance Act

36.3.1 The Supplier shall comply with the provisions of:

(a) the Official Secrets Acts 1911 to 1989; and

(b) section 182 of the Finance Act 1989.

37. ASSIGNMENT AND NOVATION

- 37.1 The Supplier shall not assign, novate, or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Framework Agreement or any part of it without Approval.
- 37.2 The Contracting Authority may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Framework Agreement or any part thereof to:
- 37.2.1 any Other Contracting Authority; or
- 37.2.2 any Central Government Body or other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Contracting Authority; or
- 37.2.3 any private sector body which substantially performs the functions of the Contracting Authority,
- and the Supplier shall, at the Contracting Authority's request, enter into a novation agreement in such form as the Contracting Authority shall reasonably specify in order to enable the Contracting Authority to exercise its rights pursuant to this Clause 37.2.
- 37.3 A change in the legal status of the Contracting Authority such that it ceases to be a Contracting Authority shall not, subject to Clause 37.4 affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to the Contracting Authority.
- 37.4 If the Contracting Authority assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Framework Agreement to a body which is not a Contracting Authority or if a body which is not a Contracting Authority succeeds the Contracting Authority (both "Transferee" in the rest of this Clause) the right of termination of the Contracting Authority in Clause. 33.4.1 (Termination on Insolvency) shall be available to the Supplier in the event of the insolvency of the Transferee (as if the references to Supplier in Clause 33.4.1. (Termination on Insolvency)) and to Supplier or the Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee.

38. WAIVER AND CUMULATIVE REMEDIES

- 38.1 The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 46 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.
- 38.2 Unless otherwise provided in this Framework Agreement, rights and remedies under this Framework Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

39. RELATIONSHIP OF THE PARTIES

- 39.1 Except as expressly provided otherwise in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Parties pursuant to this Framework Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the

Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

40. PREVENTION OF FRAUD AND BRIBERY

- 40.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Framework Commencement Date:
- 40.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 40.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 40.2 The Supplier shall not during the Framework Period:
- 40.2.1 commit a Prohibited Act; and/or
 - 40.2.2 do or suffer anything to be done which would cause the Contracting Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 40.3 The Supplier shall during the Framework Period:
- 40.3.1 establish, maintain and enforce policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 40.3.2 require that its Sub-Contractors establish, maintain and enforce the policies and procedures referred to in Clause 40.3.1;
 - 40.3.3 keep appropriate records of its compliance with its obligations under Clause 40.3.1 and make such records available to the Contracting Authority on request;
 - 40.3.4 if so required by the Contracting Authority, within twenty (20) Working Days of the Framework Commencement Date, and annually thereafter, certify in writing to the Contracting Authority, the compliance with this Clause 40.3 of all persons associated with the Supplier or its Sub-Contractors who are responsible for supplying the Services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as the Contracting Authority may reasonably request; and
 - 40.3.5 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Contracting Authority on request) to prevent it and any Supplier Personnel or any person acting on the Suppliers behalf from committing a Prohibited Act.
- 40.4 The Supplier shall immediately notify the Contracting Authority in writing if it becomes aware of any breach of Clauses 40.1, 40.2 and 40.3.2, or has reason to believe that it has or any of the Supplier Personnel has:

- 40.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 40.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 40.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.
- 40.5 If the Supplier makes a notification to the Contracting Authority pursuant to Clause 40.4, the Supplier shall respond promptly to the Contracting Authority's enquiries, co-operate with any investigation, and allow the Contracting Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 18 (Records, Audit Access and Open Book Data).
- 40.6 If the Supplier breaches Clause 40.1, the Contracting Authority may by notice:
- 40.6.1 require the Supplier to remove from the performance of this Framework Agreement any Supplier Personnel whose acts or omissions have caused the Suppliers breach; or
 - 40.6.2 immediately terminate this Framework Agreement for material Default.
- 40.7 Any notice served by the Contracting Authority under Clause 40.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Contracting Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Framework Agreement shall terminate).

41. CONFLICTS OF INTEREST

- 41.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Personnel are placed in a position where (in the reasonable opinion of the Contracting Authority) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Personnel and the duties owed to the Contracting Authority and Other Contracting Authorities under the provisions of this Framework Agreement or any Call Off Agreement.
- 41.2 The Supplier shall promptly notify and provide full particulars to the Contracting Authority or the relevant Other Contracting Authority if such conflict referred to in Clause 41.1 arises or may reasonably be foreseen as arising.
- 41.3 The Contracting Authority reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Contracting Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Contracting Authority under the provisions of this Framework Agreement or any Call Off Agreement. The action of the Contracting Authority pursuant to this Clause 41.3 shall not prejudice or affect any right of action or

remedy which shall have accrued or shall thereafter accrue to the Contracting Authority.

42. SEVERANCE

- 42.1 If any provision of this Framework Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Framework Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Framework Agreement shall not be affected.
- 42.2 In the event that any deemed deletion under Clause 42.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or materially alters the balance of risks and rewards in this Framework Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Framework Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Framework Agreement and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.
- 42.3 If the Parties are unable to resolve any Dispute arising under this Clause 42 within twenty (20) Working Days of the date of the notice given pursuant to Clause 42.2, this Framework Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Framework Agreement is terminated pursuant to this Clause 42.3.

43. FURTHER ASSURANCES

- 43.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Framework Agreement.

44. ENTIRE AGREEMENT

- 44.1 This Framework Agreement constitutes the entire agreement between the Parties in respect of the subject matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 44.2 Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.
- 44.3 Nothing in this Clause 44 shall exclude any liability in respect of misrepresentations made fraudulently.

45. THIRD PARTY RIGHTS

- 45.1 The provisions of:
- 45.1.1 Clauses: 4 (Scope of Framework Agreement), 5 (Call Off Procedure), 6 (Assistance in Related Procurements), 7 (Representations and Warranties), 8 (Guarantee), 16 (Call Off Performance Under Framework Agreement Performance), 18 (Records, Audit Access and

Open Book Data), 27.5 (Protection of Personal Data), 31 (Insurance), 36.2 (Equality and Diversity) and 45 (Third Party Rights); and

45.1.2 Framework Schedules 3 (Framework Prices and Charging Structure), 5 (Call Off Procedure), 13 (Guarantee), 14 (Insurance Requirements), and 21 (Tender),

(together “**Third Party Provisions**”) confer benefits on persons named in such provisions other than the Parties (each such person a “**Third Party Beneficiary**”) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

- 45.2 Subject to Clause 45.1, a person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the CRTPA but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.
- 45.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without Approval, which may, if given, be given on and subject to such terms as the Contracting Authority may determine.
- 45.4 Any amendments or modifications to this Framework Agreement may be made, and any rights created under Clause 45.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.
- 45.5 The Contracting Authority may act as agent and trustee for each Third Party Beneficiary and/or enforce on behalf of that Third Party Beneficiary any Third Party Provision and/or recover any Loss suffered by that Third Party Beneficiary in connection with a breach of any Third Party Provision.

46. NOTICES

- 46.1 Except as otherwise expressly provided within this Framework Agreement, any notices issued under this Framework Agreement must be in writing. For the purpose of this Clause 46, an e-mail is accepted as being "in writing".
- 46.2 Subject to Clause 46.3, the following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clause 46.3)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt

Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt
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- 46.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 46.2 within twenty four (24) hours of transmission of the email:
- 46.3.1 any Termination Notice under Clause 33 **Error! Reference source not found.** (Contracting Authority Termination Rights), including in respect of partial termination;
- 46.3.2 any notice in respect of:
- (a) Suspension of Suppliers appointment (Clause 34)
 - (b) Waiver (Clause 38);
 - (c) Default or Contracting Authority Cause; and
- 46.3.3 any Dispute Notice.
- 46.4 Failure to send any original notice in accordance with Clause 46.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 46.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice.
- 46.5 This Clause 46 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Framework Schedule 18 (Dispute Resolution Procedure).
- 46.6 For the purposes of this Clause 46, the address of each Party shall be:
- 46.6.1 For the Contracting Authority:
- Infrastructure Projects Authority**
1 Horseguards Road
Old Hall Street Whitehall
London
SW1 2HQ
- For the attention of: Hannah Vickers
- 46.6.2 For the Supplier:
- <SUPPLIER>**
- For the attention of: **<CONTACT>**

- 46.7 Either Party may change its address for service by serving a notice in accordance with this Clause 46.
- 46.8 This Clause 46 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure)

47. COMPLAINTS HANDLING

- 47.1 Either Party shall notify the other Party of any Complaints made by Other Contracting Authorities, which are not resolved by operation of the Suppliers usual complaints handling procedure within five (5) Working Days of becoming aware of that Complaint and, if the Supplier is the Party providing the notice, such notice shall contain full details of the Suppliers plans to resolve such Complaint.
- 47.2 Without prejudice to any rights and remedies that a complainant may have at Law (including under this Framework Agreement and/or a Call Off Agreement), and without prejudice to any obligation of the Supplier to take remedial action under the provisions of this Framework Agreement and/or a Call Off Agreement, the Supplier shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.
- 47.3 Within two (2) Working Days of a request by the Contracting Authority, the Supplier shall provide full details of a Complaint to the Contracting Authority, including details of steps taken to achieve its resolution.

48. DISPUTE RESOLUTION

- 48.1 The Parties shall resolve Disputes arising out of or in connection with this Framework Agreement in accordance with the Dispute Resolution Procedure.
- 48.2 The Supplier shall continue to provide the Services in accordance with the terms of this Framework Agreement until a Dispute has been resolved.

49. GOVERNING LAW AND JURISDICTION

- 49.1 This Framework Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 49.2 Subject to Clause 48 (Dispute Resolution) and Framework Schedule 18 (Dispute Resolution Procedure) (including the Contracting Authority's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Framework Agreement or its subject matter or formation.

IN WITNESS of which this Framework Agreement has been duly executed by the Parties.

Signed duly authorised for and on behalf of the SUPPLIER

Signature: [REDACTED].....

Name: [REDACTED].....

Position: [REDACTED].....

Date [REDACTED].....

Signed for and on behalf of the CONTRACTING AUTHORITY

Signature: [REDACTED].....

Name: [REDACTED].....

Position: [REDACTED].....

Date [REDACTED].....

FRAMEWORK SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1.1 (Definitions), in this Framework Agreement including its Recitals the following expressions shall have the following meanings:

"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Approval"	means the prior written consent of the Contracting Authority and "Approve" and "Approved" shall be construed accordingly;
"Audit"	means an audit carried out pursuant to Clause 18 (Records, Audit Access and Open Book Data);
"Audit Report"	means a report summarising the testing completed and the actions arising following an Audit;
"Auditor"	means the Authority, and/or Other Contracting Authority who is a party to a Call Off Agreement, and/or the National Audit Office and/or any auditor appointed by the Audit Commission, and /or the representatives of any of them;
"Auditor General"	means currently the body that scrutinises central government expenditure;
"Contracting Authority"	means Infrastructure Project Authority as represented by 1 Horseguards Road, Whitehall, London SW1A 2HQ
"Contracting Authority Cause"	means any breach of the obligations of the Contracting Authority (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Contracting Authority in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Contracting Authority is liable to the Supplier;
"Contracting Authority Personal Data"	means any Personal Data supplied for the purposes of or in connection with this Framework Agreement by the Contracting Authority to the Supplier;
"Contracting Authority Representative"	means the representative appointed by the Contracting Authority from time to time in relation to this Framework Agreement;
"Contracting Authority's Confidential Information"	means all Contracting Authority Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know How, personnel, and suppliers of the Contracting Authority and/or Other Contracting Authorities, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether

		or not it is marked “confidential”) or which ought reasonably to be considered to be confidential;
"Branding Guidance"		means the Agent guidance in relation to the use of branding available at https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know
"Call Agreement"	Off	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Services made between a Contracting Authority and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
"Call Guarantee"	Off	means a deed of guarantee in favour of a Contracting Authority in the form granted pursuant to Clause 3 of the Template Call Off terms;
"Call Guarantor"	Off	means the person acceptable to a Contracting Authority to give a Call Off Guarantee;
"Call Procedure"	Off	means the process for awarding a Call Off Agreement pursuant to Clause 5 (Call Off Procedure) and Framework Schedule 5 (Call Off Procedure);
"CEDR"		means the Centre for Effective Dispute Resolution;
"Central Government Body"		means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> 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;
"Change in Law"		means any change in Law which impacts on the supply of the Services and performance of the Template Call Off Terms which comes into force after the Framework Commencement Date;
"Change Control"	of	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"		means the charges raised under or in connection with a Call Off Agreement from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure;
"Charging Structure"		means the structure to be used in the establishment of the charging model which is applicable to each Call Off Agreement, which structure is set out in Framework Schedule 3 (Framework Prices and Charging Structure);

"Commercially Sensitive Information"	means the Suppliers Confidential Information listed in Framework Schedule 17 (Commercially Sensitive Information) comprised of commercially sensitive information: a) relating to the Supplier, its IPR or its business or information which the Supplier has indicated to the Authority that, if disclosed by the Contracting Authority, would cause the Supplier significant commercial disadvantage or material financial loss; and b) that constitutes a trade secret;
"Comparable Supply"	means the supply of Services to another customer of the Supplier that are the same or similar to the Services;
"Complaint"	means any formal written complaint raised by a Contracting Authority in relation to the performance of this Framework Agreement or any Call Off Agreement in accordance with Clause 47 (Complaints Handling);
"Comptroller"	means currently is an officer of the House of Commons who is the head of the National Audit Office;
"Confidential Information"	means the Contracting Authority's Confidential Information and/or the Suppliers Confidential Information, as the context requires;
"Continuous Improvement Plan"	means a plan for improving the provision of the Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
"Contract Year"	means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof;
"Other Contracting Authorities"	means the bodies listed in the OJEU Notice and "Contracting Authority" shall be construed accordingly;
"Control"	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Costs"	means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services: a) the cost to the Supplier or the Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: i) base salary paid to the Supplier Personnel; ii) employer's national insurance contributions; iii) pension contributions; iv) car allowances;

- v) any other contractual employment benefits;
 - vi) staff training;
 - vii) work place accommodation;
 - viii) work place IT equipment and tools reasonably necessary to provide the Services (but not including items included within limb (b) below); and
 - ix) reasonable recruitment costs, as agreed with the Contracting Authorities under any Call Off Agreements;
- b) costs incurred in respect of those Supplier Assets which are detailed on the Registers (“Supplier Assets” and “Register” shall have the meaning given to them under Call Off Schedule 1 (Definitions)) and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Contracting Authorities or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
 - c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Services;
 - d) Reimbursable Expenses to the extent these are incurred in delivering any Services where the Charges for those Services are to be calculated on a fixed price or firm price pricing mechanism (as set out in Framework Schedule 3 (Framework Prices and Charging Structure));

but excluding:

- i) Overhead;
- ii) financing or similar costs;
- iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Framework Period and term of any Call Off Agreements whether in relation to Supplier Assets or otherwise;
- iv) taxation;
- v) fines and penalties;
- vi) amounts payable under the benchmarking provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking); and

vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"Crown"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown Body"	means any department, office or executive agency of the Crown;
"CRTPA"	means the Contracts (Rights of Third Parties) Act 1999;
"Cyber Essentials Scheme"	means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the Cyber Essentials Scheme can be found here: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
"Cyber Essentials Scheme Basic Certificate"	means the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Scheme Data"	means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme;
"Data Controller"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Processor"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Protection Legislation"	means the Data Protection Act 1998, as amended from time to time and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Data Subject"	has the meaning given to it in the Data Protection Act 1998, as amended from time to time;
"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
"Default"	means any breach of the obligations of the Supplier (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in

		connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Supplier is liable to the Authority;
"Direct Award Criteria"	Award	means the award criteria to be applied for the direct award of Call Off Agreements for Services set out in Part A of Framework Schedule 6 (Award Criteria);
"Disclosing Party"		shall mean a Party which discloses or makes available directly or indirectly its Confidential Information;
"Dispute"		means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the procedure for variations in Clause 16.1(Variation Procedure) or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"		means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"		means the dispute resolution procedure set out in Framework Schedule 18 (Dispute Resolution);
"DOTAS"		means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"DPA"		means the Data Protection Act 1998 as amended from time to time;
"Due Diligence Information"		means any information supplied to the Supplier by or on behalf of the Contracting Authority prior to the Framework Commencement Date;
"Environmental Information Regulations or EIRs"	or	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
"Equivalent Services"		means Services which the Supplier can supply which are the same or similar to the Services;
"European Economic Area"		Means provides for the free movement of the Services within the internal market of the European Union;

"Extension Framework Period"	means such period or periods up to a maximum of 12 months plus 12 months in total as may be specified by the Contracting Authority pursuant to Clause 10 (Framework Period);
"FOIA"	means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Framework"	means the framework arrangements established by the Contracting Authority for the provision of the Services to Contracting Authorities by suppliers (including the Supplier) pursuant to the OJEU Notice;
"Framework Agreement"	means this agreement consisting of the Clauses together with the Framework Schedules and any appendices and annexes to the same;
"Framework Commencement Date"	means <FRAMEWORK COMMENCEMENT DATE> ;
"Framework Guarantee"	means a deed of guarantee in favour of the Authority in the form set out in Framework Schedule 13 (Framework Guarantee) granted pursuant to Clause 8 (Guarantee);
"Framework Guarantor"	means any person acceptable to the Authority to give a Framework Guarantee;
"Framework Period"	means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement;
"Framework Price(s)"	means the price(s) applicable to the provision of the Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Framework Schedules"	means the schedules to this Framework Agreement;
"Framework Suppliers"	means the suppliers (including the Supplier) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of the Framework;
"Fraud"	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
"Further Competition Award Criteria"	means the award criteria set out in Part B of Framework Schedule 6 (Award Criteria);

"Further Competition Procedure"		means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
"General Abuse Rule"	Anti-	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"General in Law"	Change	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Practice"	Industry	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Services Requirements"		means the requirements of the Contracting Authority or any Other Contracting Authority (as appropriate) for the Services from time to time;
"Government"		means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Halifax Principle"	Abuse	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Holding Company"		has the meaning given to it in section 1159 of the Companies Act 2006;
"Improvement Plan"		means the plan required by the Contracting Authority from the Supplier which shall detail how the Supplier will improve the provision of the Services pursuant to Clause 32.1.1 (Contracting Authority Remedies);
"Improvement Notice"		means the notice issued by the Contracting Authority to the Supplier pursuant to Clause 32.1.3 (Contracting Authority Remedies) which will detail how the Supplier shall improve the provision of the Services;
"Information"		has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
"Initial Framework Period"		means the period from the Framework Commencement Date until its second (2 nd) anniversary;
"Insolvency Event"		means, in respect of the Supplier or Framework Guarantor or Call Off Guarantor (as applicable):

- a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- h) where the Supplier or Framework Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
- i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

"Intellectual Property Rights" or "IPR"

means:

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are

		capable of being registered in any country or jurisdiction; and
		c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invitation to Tender" or "ITT"	to	has the meaning given to it in Recital C to this Framework Agreement;
"Key Contract"	Sub-	means each Sub-Contract with a Key Sub-Contractor;
"Key Contractor"	Sub-	means any Sub-Contractor which is listed in Framework Schedule 7 (Key Sub-Contractors), that in the opinion of the Contracting Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services;
"IPR Claim"		means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Contracting Authority in the fulfilment of its obligations under this Framework Agreement;
"Key Performance Indicators" or "KPIs"	or	means the performance measurements and targets set out in Part B of Framework Schedule 2 (Services and Key Performance Indicators);
"Know-How"		means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Framework Commencement Date;
"KPI Target"		means the acceptable performance level for a KPI as set out in relation to each KPI;
"Law"		means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"Losses"		means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lot"		means the number of lots specified in Framework Schedule 2 Services and Key Performance Indicators and "Lots" shall be construed accordingly;

“Man Day”		means 8 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"		means the hours spent by the Supplier Personnel properly working on the provision of the Services including time spent travelling (other than to and from the Suppliers offices, or to and from the Sites) but excluding lunch breaks;
"Management Information" or "MI"	or	means the management information specified in Framework Schedule 9 (Management Information);
"MI Default"		has the meaning given to it in paragraph 6.1 of Framework Schedule 9 (Management Information);
"MI Failure"		means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a Nil Return should have been filed);
"MI Report"		means a report containing Management Information submitted to the Contracting Authority in accordance with Framework Schedule 9 (Management Information);
"MI Reporting Template"		means the form of report set out in the Annex to Framework Schedule 9 (Management Information) setting out the information the Supplier is required to supply to the Contracting Authority;
"Ministry of Justice Code"	of	means the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 as amended from time to time;
"Month"		means a calendar month and "Monthly" shall be interpreted accordingly;
"New Services"		means Services which a Contracting Authority wishes to procure from a third party which are the same or similar to the Services;
"Nil Return"		has the meaning given to it in paragraph 3.3 of Framework Schedule 9 (Management Information);
"Occasion of Tax Non –Compliance"		means where: <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:

- i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax abuse principle;
- ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
- b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Framework Commencement Date or to a civil penalty for fraud or evasion;

"OJEU Notice"

has the meaning given to it in Recital A to this Framework Agreement;

"Open Book Data"

means complete and accurate financial and non-financial information which is sufficient to enable the Contracting Authority to verify the Charges already paid or payable and Charges forecast to be paid during the Framework Period and term of any Call Off Agreements, including details and all assumptions relating to:

- a) the Suppliers Costs broken down against each Service and/or deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Services;
- b) operating expenditure relating to the provision of the Services including an analysis showing:
 - i) any other consumables and bought-in services;
 - ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;
 - iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
 - iv) Reimbursable Expenses;
- c) Overheads;
- d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;

- e) the Supplier Profit achieved over the Framework Period and term of any Call Off Agreements and on an annual basis;
- f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and
- h) the actual Costs profile for each Service Period under any Call Off Agreements;

"Order" means an order for the provision of the Services placed by a Contracting Authority with the Supplier under a Call Off Agreement;

"Other Contracting Authorities" means all Contracting Authorities except the Contracting Authority and **"Other Contracting Authority"** shall be construed accordingly;

"Overhead" means those amounts which are intended to recover a proportion of the Suppliers or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";

"Party" means the Contracting Authority or the Supplier and **"Parties"** shall mean both of them;

"Personal Data" has the meaning given to it in the Data Protection Act 1998 as amended from time to time;

"Processing" has the meaning given to it in the Data Protection Legislation but, for the purposes of this Framework Agreement, it shall include both manual and automatic processing and **"Process"** and **"Processed"** shall be interpreted accordingly;

"Prohibited Act" means any of the following:

- a) to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Authority and/or the Authority a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;

- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; or
- c) committing any offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - ii) under legislation creating offences concerning Fraud; or
 - iii) at common law concerning Fraud; or
 - iv) committing (or attempting or conspiring to commit) Fraud;

"Regulations"		means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;
"Relevant Person"		means any employee, agent, servant, or representative of the Contracting Authority, or of any Other Contracting Authority or other public body;
"Relevant Requirements"		means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Authority"	Tax	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Supplier"		means a third party bidding to provide New Services;
"Replacement Services"		means any Services which are substantially similar to any of the Services and which are received in substitution for the Services following the expiry or termination of this Framework Agreement;
"Replacement Supplier"		means any third party provider of Replacement Services appointed by or at the direction of the Contracting Authority from time to time;
"Reporting Date"		means the 7th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties;
"Requests Information"	for	means a request for information relating to this Framework Agreement or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIRs;
"Restricted Countries"		shall have the meaning given to it in Clause 27.5.3 (Protection of Personal Data);

"Self Audit Certificate"	Audit	means the certificate in the form as set out in Framework Schedule 10 (Annual Self Audit Certificate) to be provided to the Contracting Authority in accordance with Clause 18 (Records, Audit Access and Open Book Data);
"Service Period"		has the meaning given to it in Framework Schedule 4 (Template Order Form and Template Call Off Terms) as refined by a Contracting Authority in a Call Off Agreement between that Contracting Authority and the Supplier;
"Services"		means the services described in Framework Schedule 2 (Services and Key Performance Indicators) which the Supplier shall make available to Contracting Authorities;
"Specific Change in Law"	Change	means a Change in Law that relates specifically to the business of the Contracting Authority and which would not affect a Comparable Supply;
"Standards"		means: <ul style="list-style-type: none"> a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) any standards detailed in the specification in Framework Schedule 2 (Services and Key Performance Indicators); c) any Standards detailed by a Contracting Authority in a Call Off Agreement following a Further Competition Procedure; d) any relevant Government codes of practice and guidance applicable from time to time.
"Statement of Requirements"	of	means a statement issued by the Contracting Authority or any Other Contracting Authority detailing its Services Requirements issued in accordance with the Call Off Procedure;
"Sub-Contract"		means any contract or agreement (or proposed contract or agreement), other than this Framework or a Call Off Agreement, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Services (or any part of them); (b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Services (or any part of them);
"Sub-Contractor"		means any person other than the Supplier who is a party to a Sub-Contract and the servants or agents of that person;

"Supplier"		means the person, firm or company stated in the preamble to this Framework Agreement;
"Supplier Action Plan"		means a document, maintained by the Contracting Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
"Supplier Personnel"		means all persons employed or engaged by the Supplier together with the Suppliers servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Framework Agreement or any Call Off Agreements;
"Supplier Profit"		means, in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions (as defined in Call Off Schedule 1 (Definitions)) and total Costs (in nominal cash flow terms) in respect of any Call Off Agreements for the relevant period;
"Supplier Profit Margin"		means, in relation to a period, the Supplier Profit for the relevant period divided by the total Charges over the same period in respect of any Call Off Agreements and expressed as a percentage;
"Supplier Representative"		means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;
"Suppliers Confidential Information"		means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Template Call Off Terms"		means the template terms and conditions in Annex 2 to Framework Schedule 4 (Template Order Form and Template Call Off terms);
"Template Order Form"		means the template form in Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off terms);
"Tender"		means the tender submitted by the Supplier to the Contracting Authority on a copy of which is set out in Framework Schedule 21 (Tender);
"Termination Notice"		means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
		has the meaning given to it in Clause 45.1.1;

“Third Party Beneficiaries”	means a body which is not a Contracting Authority succeeds the Authority;
“Transferee”	
“Transparency Principles”	means the principles set out at https://www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public (and as may be amended from time to time) detailing the requirement for the proactive release of information under the Government’s transparency commitment to publish contract information;
“Transparency Reports”	means the information relating to the Services and performance of this Framework Agreement which the Supplier is required to provide to the Contracting Authority in accordance with the reporting requirements in Framework Schedule 22;
"Variation"	has the meaning given to it in Clause 19.1.1 (Variation Procedure);
"Variation Form"	means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Framework Schedule 19 (Variation Form);
"Variation Procedure"	means the procedure for carrying out a Variation as set out in Clause 19.1 (Variation Procedure);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Waiver and Cumulative Remedies”	has the meaning given to it in Clause 38 (Waiver and Cumulative Remedies).
"Working Days"	means any day other than a Saturday, Sunday or public holiday in England and Wales.

FRAMEWORK SCHEDULE 2: SERVICES AND KEY PERFORMANCE INDICATORS

PART A –SERVICES

1. GENERAL

- 1.1 The purpose of this Part A of Framework Schedule 2 (Services and Key Performance Indicators) is to lay down the characteristics of the Services that the Supplier will be required to make available to all Contracting Authorities under this Framework Agreement (including, if applicable, in each Lot) together with any specific Standards applicable to the Services.
- 1.2 The Services and any Standards set out in paragraph 2 below may be refined (to the extent permitted and set out in Framework Schedule 5 (Call Off Procedure)) by a Contracting Authority during a Further Competition Procedure to reflect its Services Requirements for entering a particular Call Off Agreement.

2. SPECIFICATION

FRAMEWORK SCHEDULE 2: SERVICES AND KEY PERFORMANCE INDICATORS

PART A: SERVICES

1. INTRODUCTION

- 1.1 The purpose of this Framework Agreement Schedule 2 Part A: Services is to provide a description of the Services that the Supplier shall be required to deliver to Contracting Authority under this Framework Agreement.
- 1.2 It is anticipated that Call Off Agreements will be awarded via Further Competitions.
- 1.3 All Call Off Agreements entered into by the Contracting Authority and Supplier will be in accordance with Framework Agreement Schedule 6 Award Criteria.
- 1.4 The Supplier shall work alongside other successful Suppliers at Call Off for each Lot and a member of the Contracting Authority team as per the diagram at paragraph 3.4.
- 1.5 The Supplier shall be required to complete either in house or via the use of a Sub-Contractor all of the Work Types described in the Lot they have tendered for.

2. AIMS AND OBJECTIVES

- 2.1 The aims of this Framework Agreement are as follows:
 - 2.1.1 optimising the quality of the outputs through bringing together resource from across different disciplines to offer a bespoke team (including Contracting Authority commercial specialists) tailored to the projects' support requirements.
 - 2.1.2 achieve the efficiencies from having a single Framework Agreement in place to draw on for support, both in customer and Supplier time.
 - 2.1.3 ensure capacity remains flexible (to enable optimum timing of support at a project level) and growth in implementation and development unconstrained by resource availability.

- 2.1.4 to broaden the experience feeding into the development of the Routemap Tool and offer innovation to the Contracting Authority; it is acknowledged that similar tools and collections of knowledge exist already in both the consultancy and academic worlds. By offering the Framework Agreement partnership opportunity the aim will be to bring this together and create a single, more powerful tool for the benefit of project delivery.

3. DESCRIPTION OF SERVICES AND LOTS

- 3.1 It is important to note that the Services under this Framework Agreement are the types of requirements typically arising under the Lot specified below; this list is not exhaustive and additional Project Initiation Support Services shall be added if required. The Contracting Authority shall not be restricted to seeking advice on the specific Services listed under each sub-category (providing their requirements are relevant to the broad heading of the Lot).

- 3.2 This Framework Agreement consists of the following Services:

Description of the Services

Work type A - Implementation of the Project Initiation Routemap

This Work Type will involve implementing the Project Initiation Routemap (Routemap) on UK projects. Each Routemap in this Work Type will be similar and as a result the administration of a Call-Off from the Framework Agreement will be minimal.

Example: When a project (Project X) requests to undergo a Routemap the Contracting Authority will inform the Supplier on the Framework Agreement. The Framework Agreement Supplier that would like to implement the Routemap for Project X will propose a fixed rate for the work based on their scheduled rates. The Contracting Authority will then consider the suitability of the Suppliers' proposed teams, before choosing a Supplier to implement the Routemap for Project X.

To help the successful Supplier the pipeline of priority Routemap assessments may be available but is subject to change and no guarantees regarding visibility. This will typically look 6 to 12 months ahead and will allow Framework Agreement Supplier to consider in advance which Routers they would be most interested in competing for.

Additionally the Framework Agreement Supplier will be able to identify projects, not on the priority pipeline, that could undergo a Routemap exercise. If a Supplier brings an additional project to the Framework Agreement, the contract for implementing the Routemap on that project will be directly awarded to that Supplier; subject to them having the relevant skills and capacity to take it on, determined by the Contracting Authority. It will also be a requirement for the Supplier to approach the Contracting Authority with any Routemap they are pursuing in order for the Contracting Authority to consider whether they would like to be involved.

Case studies of completed Project Initiation Routers can be found here:

<https://www.gov.uk/government/collections/improving-infrastructure-delivery-project-case-studies>

Work type B - Development of the Project Initiation Routemap Tool

The development contracts will be more bespoke and will be targeted at individual Lots dependant on the skill sets required. The Framework Agreement Suppliers will have the opportunity to influence the content of the development programme through representation on the Routemap Steering Group which oversees it. The same process in terms of visibility and bids will be followed for the implementation contracts.

Examples of the Routemap modules that have been developed previously can be found here:

<https://www.gov.uk/government/publications/improving-infrastructure-delivery-project-initiation-routemap>

Work type C – International Development & Implementation of the Project Initiation Routemap Tool National Infrastructure Planning methodology and Business Case Development 5 Case Model and Public Private Partnerships (PPP) Models.

International development and application of the Project Initiation Routemap, National Infrastructure Planning methodology, and Business Case Development 5 Case Model and PPP Models. This may involve elements of development, consultation and project management to adapt each of these tools/methodologies for overseas use, tailoring them to the environment of a country or region. Areas of this work could involve rolling out the tool/methodology in an overseas country and helping develop a plan including training staff, designing the process for embedding them into the local processes. It may also involve supporting departments in country in carrying out implementations on their own projects.

Work Type D – Early Development Pool Support

Consultants to work with Projects in the Early Development Pool

The Contracting Authority tracks progress of major projects and programmes through quarterly reporting on the Government Major Project Portfolio (GMPP). Prior to entry to the GMPP, projects are in an Early Development Pool (EDP). As the best time to influence successful outcomes for a project is in the early phases of a project, the Contracting Authority is open to offer support to projects in the EDP. This support may be in the form of consultancy supplied through this Framework Agreement. The purpose of the Consultants will be to provide expert innovative advice and support to transformation leaders across government departments.

- 3.3 There will be ten (10) Lots on the Framework Agreement, each drawing on different skills to offer the most suitable combination of skills for the implementation and development activities. Each Call Off Agreement will consist of one (1) or more Lots depending on the content of the work. Given the volume of work and ambition to attract a diverse range of organisations (in both size and areas of expertise).
- 3.4 The methodology for how work will be distributed across these Lots is explained in the section below.



Lot 1 – Academic	Work Type A Work Type B Work Type C
Lot 2 – Management Consultant	Work Type A Work Type B Work Type C
Lot 3A Specialist Consultant (Construction)	Work Type A Work Type B Work Type C Work Type D
Lot 3B Specialist Consultant (Energy)	Work Type A Work Type B Work Type C Work Type D
Lot 3C Specialist Consultant (Housing and Regeneration)	Work Type A Work Type B Work Type C Work Type D
Lot 3D Specialist Consultant (Transformation)	Work Type A

	Work Type B Work Type C Work Type D
Lot 3E Specialist Consultant (IT)	Work Type A Work Type B Work Type C Work Type D
Lot 3F Specialist Consultant (Defence)	Work Type A Work Type B Work Type C Work Type D
Lot 3G Specialist Consultant (International Infrastructure)	Work Type A Work Type B Work Type C Work Type D
Lot 3H Specialist Consultant (Transport)	Work Type A Work Type B Work Type C Work Type D

4. MANDATORY & SERVICE REQUIREMENTS FOR ALL LOTS

This paragraph provides details of the mandatory requirements that ALL Suppliers shall be expected to fulfil in their entirety in order to meet the Service Delivery requirements of this Framework Agreement. It is important that Suppliers take time to fully understand this important part of the Service Delivery requirement. All mandatory requirements (paragraph 4) shall be required before commencement date of the Framework Agreement with the Contracting Authority.

- a) **Services - Mandatory Requirements** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 4.1.
- b) **Lot 1 Only – Work Type A – Implementation of the Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 5.
- c) **Lot 1 Only – Work Type B – Development of Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 6.
- d) **Lot 1 Only – Work Type C – International Development and Application of UK Technologies** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 7.
- e) **Lot 2 Only – Work Type A – Implementation of the Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 8.
- f) **Lot 2 Only – Work Type B – Development of Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 9.
- g) **Lot 2 Only – Work Type C – International Development and Application of UK Technologies** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 10.
- h) **Lot 3A Only – Specialist /Technical Consultant - Construction** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 11.
- i) **Lot 3A Only – Construction Work Type A – Implementation of the Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 12.
- j) **Lot 3A Only – Construction Work Type B – Development of Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 13.
- k) **Lot 3A Only – Construction Work Type C – International Development and Application of UK Technologies** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 14.
- l) **Lot 3A Only – Construction Work Type D – Early Development Pool Support** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 15.
- m) **Lot 3B Only – Specialist /Technical Consultant - Energy** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 16.

- n) **Lot 3B Only – Energy Work Type A – Implementation of the Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 17.
- o) **Lot 3B Only – Energy Work Type B – Development of Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 18.
- p) **Lot 3B Only – Energy Work Type C – International Development and Application of UK Technologies** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 19.
- q) **Lot 3B Only – Energy Work Type D – Early Development Pool Support** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 20.
- r) **Lot 3C Only – Specialist /Technical Consultant – Housing and Regeneration** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 21.
- s) **Lot 3C Only – Housing and Regeneration Work Type A – Implementation of the Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 22.
- t) **Lot 3C Only – Housing and Regeneration Work Type B – Development of Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 23.
- u) **Lot 3C Only – Housing and Regeneration Work Type C – International Development and Application of UK Technologies** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 24.
- v) **Lot 3C Only – Housing and Regeneration Work Type D – Early Development Pool Support** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 25.
- w) **Lot 3D Only – Specialist /Technical Consultant – Transformation** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 26.
- x) **Lot 3D Only – Transformation Work Type A – Implementation of the Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 27.
- y) **Lot 3D Only – Transformation Work Type B – Development of Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 28.
- z) **Lot 3D Only – Transformation Work Type C – International Development and Application of UK Technologies** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 29.
- aa) **Lot 3D Only – Transformation Work Type D – Early Development Pool Support** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 30.
- bb) **Lot 3E Only – Specialist /Technical Consultant – IT**- The Supplier shall comply will all aspects of the Services. Please refer to paragraph 31.

- cc) **Lot 3E Only – IT Work Type A – Implementation of the Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 32.
- dd) **Lot 3E Only – IT Work Type B – Development of Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 33.
- ee) **Lot 3E Only – IT Work Type C – International Development and Application of UK Technologies** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 34.
- ff) **Lot 3E Only – IT Work Type D – Early Development Pool Support** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 35.
- gg) **Lot 3F Only – Specialist /Technical Consultant – Defence** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 36.
- hh) **Lot 3F Only – Defence Work Type A – Implementation of the Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 37.
- ii) **Lot 3F Only – Defence Work Type B – Development of Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 38.
- jj) **Lot 3F Only – Defence Work Type C – International Development and Application of UK Technologies** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 39.
- kk) **Lot 3F Only – Defence Work Type D – Early Development Pool Support** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 40.
- ll) **Lot 3G Only – Specialist /Technical Consultant – International Infrastructure** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 41.
- mm) **Lot 3G Only – International Infrastructure Work Type A – Implementation of the Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 42.
- nn) **Lot 3G Only – International Infrastructure Work Type B – Development of Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 43.
- oo) **Lot 3G Only – International Infrastructure Work Type C – International Development and Application of UK Technologies** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 44.
- pp) **Lot 3G Only – International Infrastructure Work Type D – Early Development Pool Support** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 45.
- qq) **Lot 3H Only – Specialist /Technical Consultant – Transport-** The Supplier shall comply will all aspects of the Services. Please refer to paragraph 46.

- rr) **Lot 3H Only – Transport Work Type A – Implementation of the Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 47.
- ss) **Lot 3H Only – Transport Work Type B – Development of Project Initiation Routemap** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 48.
- tt) **Lot 3H Only – Transport Work Type C – International Development and Application of UK Technologies** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 49.
- uu) **Lot 3H Only – Transport Work Type D – Early Development Pool Support** - The Supplier shall comply will all aspects of the Services. Please refer to paragraph 50.

4.1 SERVICES – MANDATORY REQUIREMENTS

This paragraph describes the mandatory Service requirements that the Supplier is obligated to fulfil as part of the delivery under the Framework Agreement.

- 4.1.1 The Supplier shall ensure that the Project Initiation Support Team is established with the appropriate mix of grades enabling work to be allocated accordingly. Upon request, prior to Call Off Agreement, the Supplier shall provide CV's to the Contracting Authority.
- 4.1.2 The Supplier shall provide a sufficient level of resource, as agreed with the Contracting Authority, throughout the duration of the Project Initiation Support Framework Agreement.
- 4.1.3 The Supplier shall ensure all personnel understand the Contracting Authority's vision and objectives and will provide quality customer service to the Contracting Authority throughout the duration of the Framework Agreement.
- 4.1.4 The Supplier shall be required at Call Off Stage to deliver a formal face to face presentation to the Contracting Authority, the required outputs will be determined by the Contracting Authority at the Call Off Stage.
- 4.1.5 The Supplier shall not commence any work until written approval has been provided by the Contracting Authority.
- 4.1.6 The Supplier shall complete each work package within a period of eight (8) weeks, unless otherwise agreed with the Contracting Authority.
- 4.1.7 The Supplier shall be required to work in partnership with a number of other Suppliers on a Project Initiation Routemap as advised by the Contracting Authority.
- 4.1.8 The Contracting Authority reserves the right to externally publish any reports or any part of the reports, as part of the Government's development of this policy. The Intellectual Property Rights (IPR) of any material will vest with the Contracting Authority as per Clause 26 Framework Agreement.
- 4.1.9 The Supplier shall adhere to the Contracting Authority Information Communication Technology (ICT) Policy specified by the Contracting Authority at the Call Off Stage.
- 4.1.10 The standard working day shall be agreed between the Supplier and the Contracting Authority at the Call Off Stage. In any event, the minimum number

of hours within a standard working day shall be eight (8) hours (exclusive of breaks). The Supplier shall note that no overtime or other enhancement to the Day Rate stated in Framework Schedule 3 Pricing Schedule Annex 2, in irrespective of how many hours are worked during the day shall be made payable to the Supplier, unless otherwise agreed in advance of work being undertaken and approved in writing by the Contracting Authority.

- 4.1.11 All Supplier personnel shall have a valid company photo ID badge. The ID badge shall include as a minimum:
 - 4.1.11.1 Full name,
 - 4.1.11.2 Clear recent picture, which is of passport quality,
 - 4.1.11.3 Expiry date (all ID badges shall be valid for at least one (1) year).
- 4.1.12 In the event that the Contracting Authority considers the Supplier's personnel quality, ability, integrity or any other valid reason being compromised in any way, the Contracting Authority shall reserve the right to require the Supplier to cease to deploy that person.
- 4.1.13 The Supplier shall continually improve the way in which the required Services are to be delivered throughout the Framework Agreement duration.
- 4.1.14 The Supplier shall manage conflicts of interest within their wider business.
- 4.1.15 The Supplier shall engage with senior stakeholders to offer constructive challenge.
- 4.1.16 The Supplier shall ensure the ability to successfully work in an integrated team.
- 4.1.17 The Supplier shall manage through developing people, systems, information and active learning.
- 4.1.18 The Supplier shall develop client expertise through coaching, mentoring and knowledge transfer.
- 4.1.19 The Supplier shall market and communicate the benefits of the support to clients in line with the agreed marketing and communications plan.
- 4.1.20 The Supplier shall ensure best practice in Major Project delivery (UK & Internationally both public & private sector).
- 4.1.21 The Supplier shall adhere to client protocols for security and managing sensitive information (full training will be provided).
- 4.1.22 **Meetings**
 - 4.1.22.1 The Supplier shall attend a quarterly performance management meeting with the Contracting Authority.
 - 4.1.22.2 The Supplier shall present new ways of working to the Contracting Authority during quarterly review meetings.
 - 4.1.22.3 The Supplier shall provide the management information in a set format as per Framework Schedule 9 Management Information Annex 1, as agreed with the Contracting Authority prior to all performance management meetings.
 - 4.1.22.4 The Supplier shall attend subsequent Routemap Steering Group meetings to show progress by way of interim reports which shall be open to discussion with the key stakeholders

in the Project Initiation Routemap. The Supplier shall answer any questions raised. Date and time of Routemap Steering Group meetings will be confirmed by the Contracting Authority in advance of any meeting.

4.1.22.5 The Supplier shall be required to travel to meetings, at their own cost, to the Contracting Authority's premises, mainly within the London area, predominantly at 1 Horse Guards Road, London, SW1A 2HQ. The frequency, location and time of the meetings will be confirmed by the Contracting Authority in advance of any required meeting.

5. LOT 1 ONLY – WORK TYPE A - IMPLEMENTATION OF THE PROJECT INITIATION ROUTEMAP

This paragraph describes the implementation of the Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil:

- 5.1 The Supplier shall prepare a proposal document using the standard Contracting Authority's template (this is 10 pages long), to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.2 The Supplier shall undertake background reading of between 5 to 10 documents and interview questions preparation based on refining the Contracting Authority's standard list of 25 interview questions (this is 10 pages long), to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.3 The Supplier shall attend the initial meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.4 The Supplier shall undertake preparation of briefing document using the Contracting Authority standard template to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.5 The Supplier shall participate in interviews to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.6 The Supplier shall undertake transcript reviews of the recorded interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.7 The Supplier shall undertake analytics analysis and creation of output tables, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.8 The Supplier shall undertake the writing of the interim report using the Contracting Authority's standard template (this contains 20 slides), to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.9 The Supplier shall attend the interim report meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

- 5.10 The Supplier shall attend the critical friend workshop 1 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.11 The Supplier shall attend the critical friend workshop 2 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.12 The Supplier shall attend the enhancement planning workshop, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.13 The Supplier shall complete the final report writing using the Contracting Authority's standard template (this contains 50 slides) to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.14 The Supplier shall attend the final report meeting which will take on average to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.15 The Supplier shall deal with general updates from but not limiting to phone calls and emails, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 5.16 The Supplier shall provide analysis of project/programme complexity and team capability by interpreting client self assessments.
- 5.17 The Supplier shall transfer knowledge throughout the process.

6. LOT 1 ONLY - WORK TYPE B – DEVELOPMENT OF PROJECT INITIATION ROUTEMAP

This paragraph describes the development of Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil.

- 6.1 The Supplier shall undertake the development for systems improvements by but not limited to:
 - 6.1.1 producing a web interface for completing the analytics section of the tool online which shall enable more efficient access, better data collection and knowledge management for integrating into the Contracting Authority's wider activities.
- 6.2 The Supplier shall undertake the development of the tool by but not limited to:
 - 6.2.1 developing metrics based on Project Initiation Routemap analytics for development and delivery confidence indices which shall provide quantitative comparisons across GMPP portfolio using consistent performance measures demonstrating improvement as the project progress. Providing an early stage assessment of the Supplier's capability and capacity for delivery enabling an early intervention of support to be triggered.
- 6.3 The Supplier shall undertake the development of the tool for expanded application by but not limited to:
 - 6.3.1 adapting of the tool to use across construction and defence projects in the GMPP.

- 6.3.2 updating to the analytics, format of the workshops and best practice elements of the tool which will enable its use across a wider construction and defence portfolio.
- 6.3.3 adapting of the tool for the use across the transformation and IT portfolio.
- 6.3.4 updating to the analytics, format of the workshops and best practice elements of the tool which will enable its use across a transformation and IT portfolio.

7. LOT 1 ONLY - WORK TYPE C – INTERNATIONAL DEVELOPMENT AND APPLICATION OF UK TECHNOLOGIES

This paragraph describes the international development and application of UK technologies mandatory requirements that the Supplier shall be obligated to fulfil.

- 7.1 The Supplier shall undertake the development of Project Initiation Routemap National Infrastructure Planning, Business Case Development 5 Model and PPP Models by but not limited to:
 - 7.1.1 undertaking country specific contextual review including research, document collation and analysis in order to produce a report summarising the complexity and risks to infrastructure delivery.
 - 7.1.2 undertaking gap analysis for the country, along side the UK environment to provide recommendations and considerations for adapting UK methodologies internationally.
 - 7.1.3 designing research briefs and programmes for in country visits to support the preparation of the report.
 - 7.1.4 designing and supporting the delivery (in UK and in country) of relevant training programmes for overseas officials, including the development of online training modules.

8. LOT 2 ONLY – WORK TYPE A - IMPLEMENTATION OF THE PROJECT INITIATION ROUTEMAP

This paragraph describes the implementation of the Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil:

- 8.1 The Supplier shall undertake background reading of between 5-10 documents and interview questions based on refining the Contracting Authority’s standard list of 25 interview questions (this is 10 pages long), to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.2 The Supplier shall attend the initial meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.3 The Supplier shall provide at least one (1) person to undertake preparation of briefing document which will take on average 0.5 days. This consists of review and input into the briefing document which has been prepared by the Supplier for Lot 1.

- 8.4 The Supplier shall participate in interviews to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.5 The Supplier shall undertake transcript reviews of the recorded interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.6 The Supplier shall undertake the review of the interim report which has been prepared by the Supplier from Lot 1, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.7 The Supplier shall attend the interim report meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.8 The Supplier shall facilitate the critical friend workshop 1, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.9 The Supplier shall facilitate the critical friend workshop 2, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.10 The Supplier shall facilitate the enhancement planning workshop, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.11 The Supplier shall undertake the enhancement planning to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.12 The Supplier shall complete the final report writing to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.13 The Supplier shall attend the final report meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.14 The Supplier shall deal with general updates from but not limiting to phone calls and emails to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.15 The Supplier shall advise on organisational design and development to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.16 The Supplier shall advise on change management at project, programme and organisational level to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.17 The Supplier shall advise on risk and value management to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

- 8.18 The Supplier shall advise on governance to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.19 The Supplier shall advise on programme management to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 8.20 The Supplier shall advise on Assurance & Project Controls to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

9. LOT 2 ONLY - WORK TYPE B – DEVELOPMENT OF PROJECT INITIATION ROUTEMAP

This paragraph describes the development of Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil.

- 9.1 The Supplier shall undertake tool improvements by but not limited to:
 - 9.1.1 developing metrics based on Routemap analytics for development and delivery confidence indices which shall provide quantitative comparisons across GMPP portfolio using consistent performance measure demonstrating improvement as the project progress. Providing an early stage assessment of the Supplier’s capability and capacity for delivery enabling an early intervention of support to be triggered.
 - 9.1.2 expanding the tool to incorporate best practice of funding, financing, efficiency, value and assurance which shall provide greater support for projects across a wider range of project elements, improving the value added by the tool.
- 9.2 The Supplier shall undertake the development of expanded application by but not limited to:
 - 9.2.1 adapting the tool to use across construction and defence projects in the GMPP.
 - 9.2.2 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a wider construction and defence portfolio.
 - 9.2.3 adapting of the tool for the use across the transformation and IT portfolio.
 - 9.2.4 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a transformation and IT portfolio.

10. LOT 2 ONLY - WORK TYPE C – INTERNATIONAL DEVELOPMENT AND APPLICATION OF UK TECHNOLOGIES

This paragraph describes the international development and application of UK technologies mandatory requirements that the Supplier shall be obligated to fulfil.

- 10.1 The Supplier needs to undertake the Project Initiation Routemap, National Infrastructure Planning, Business Case Development 5 Case Model and PPP Models by but not limited to:

- 10.1.1 designing research briefs and programmes for in country's visit to support the preparation of the report.
- 10.1.2 designing and supporting the delivery (in UK and in country) of relevant training programmes for overseas officials. including the development of online training modules.
- 10.1.3 rolling out the tool/ methodology in an overseas country and helping to develop an adoption plan including training staff.
- 10.1.4 designing the process for embedding them into the local frameworks.
- 10.1.5 supporting departments in country carrying out implementations on their own projects.
- 10.1.6 project managing overall international projects including financial management reporting, scheduling and programming and risk management.

11. LOT 3A – SPECIALIST/TECHNICAL CONSULTANT – CONSTRUCTION

- 11.1 The Supplier shall provide Project Initiation Routemap delivery expertise including procurement and contract management, industry policy & market sounding in construction area.
- 11.2 The construction definition provided are indicative of the type of projects that may be required for each sector.
- 11.3 The definitions are not exhaustive and there may be projects that fit into the construction sectors that are not captured in the definitions, and some projects may also cut across the different sectors.
- 11.4 The construction sector could include work on social infrastructure, such as schools and hospitals, as well as other sectors where the government might be involved in procuring construction projects such as flood defences.
- 11.5 The construction sector could also include projects that look to improve the way the government procures construction projects and works with the construction industry.

12. LOT 3A – CONSTRUCTION WORK TYPE A - IMPLEMENTATION OF THE PROJECT INITIATION RUTEMAP

This paragraph describes the implementation of the Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil:

- 12.1 The Supplier shall undertake background reading of between 5-10 documents and interview questions preparation based on refining the Contracting Authority's standard list of 25 interview questions (this is 10 pages long), to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 12.2 The Supplier shall attend the initial meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 12.3 The Supplier shall participate in interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

- 12.4 The Supplier shall undertake transcript reviews of the recorded interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 12.5 The Supplier shall undertake the review of the interim report which has been prepared by the Supplier from Lot 1, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 12.6 The Supplier shall attend the interim report meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 12.7 The Supplier shall attend the critical friend workshop 1 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 12.8 The Supplier shall attend the critical friend workshop 2 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 12.9 The Supplier shall undertake the enhancement planning to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 12.10 The Supplier shall review the final report which will be prepared by the Supplier from Lot 2, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 12.11 The Supplier shall attend the final report meeting, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 12.12 The Supplier shall deal with general updates from but not limiting to phone calls, emails etc. to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

13. LOT 3A - CONSTRUCTION - WORK TYPE B – DEVELOPMENT OF PROJECT INITIATION RUTEMAP

This paragraph describes the development of Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil.

- 13.1 The Supplier shall undertake the development area for tool improvements by but not limited to:
 - 13.1.1 developing metrics based on Routemap analytics for development and delivery confidence indices which shall provide quantitative comparisons across GMPP portfolio using consistent performance measures demonstrating improvement as the project progress. Providing an early stage assessment of the Supplier’s capability and capacity for delivery enabling an early intervention of support to be triggered.
 - 13.1.2 expanding the tool to incorporate best practice of funding, financing, efficiency, value and assurance which shall provide greater support for projects across a wider range of project elements, improving the value added by the tool.

- 13.2 The Supplier shall undertake the development area for expanded application by but not limited to:
- 13.2.1 adapting the tool to use across construction and defence projects in the GMPP.
 - 13.2.2 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a wider construction and defence portfolio.
 - 13.2.3 adapting the tool for the use across the transformation and IT portfolio.
 - 13.2.4 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a transformation and IT portfolio.

14. LOT 3A - CONSTRUCTION - WORK TYPE C – INTERNATIONAL DEVELOPMENT AND APPLICATION OF UK TECHNOLOGIES

This paragraph describes the international development and application of UK technologies mandatory requirements that the Supplier shall be obligated to fulfil.

- 14.1 The Supplier needs to undertake the Project Initiation Routemap, National Infrastructure Planning, Business Case Development 5 Case Model and PPP Models by but not limited to:
- 14.1.1 supporting the delivery (in UK and in country) of relevant training programmes for overseas officials.
 - 14.1.2 supporting roll out of the tool/ methodology in an overseas country and helping to develop an adoption plan including training staff.
 - 14.1.3 inputting into designing the process for embedding them into the local frameworks.
 - 14.1.4 supporting departments in country carrying out implementations on their own projects.

15. LOT 3A – CONSTRUCTION - WORK TYPE D – EARLY DEVELOPMENT POOL SUPPORT

This paragraph describes the early development pool support mandatory requirements that the Supplier shall be obligated to fulfil.

- 15.1 The Supplier shall support and contribute to early thinking on projects in respect of different options and delivery vehicles.
- 15.2 The Supplier shall bring knowledge from where similar projects have succeeded/failed and why.
- 15.3 The Supplier shall have the ability to bring in individual experts through other companies without incurring large mark ups.
- 15.4 The Supplier shall have the ability to bring in an expert at a few weeks' notice.
- 15.5 Opportunity for Suppliers to provide contractors on a pro-bono basis. This could relate to graduates/development opportunities for the Suppliers internal staff as well as making arrangements for expertise to be provided from wider contacts such as recently retired public sector staff who would be willing to offer expertise on a pro bono basis but may not be able to accept payment.

15.6 Specifically, the Consultants shall:

- 15.6.1 build leaders' understanding of good practice for programmes.
- 15.6.2 provide unbiased insights and ideas from a neutral/external perspective.
- 15.6.3 provide advice on risks and emerging issues on programmes.
- 15.6.4 troubleshoot specific issues.
- 15.6.5 provide constructive challenge on how the programmes are structured/run.

15.7 Profile of the Consultants

15.7.1 As requirements will vary according to the situation, it is essential that Consultants can be flexible in their approach and availability to provide time.

15.7.2 Consultants shall have the following traits:

- 15.7.2.1 proven, practical and first-hand experience of leading and /or advising on large scale, multi-dimensional transformation programmes within the public sector and/or with complex private sector organisations, including developing/maintaining transformation plans and business cases;
- 15.7.2.2 experience of working with senior leaders in a strategic context and developing confidential relationships;
- 15.7.2.3 ability to make an immediate positive impact;
- 15.7.2.4 experience of working across organisational boundaries and with external suppliers and partners;
- 15.7.2.5 ability to develop content rich "points of view" on strategic options, issues or risks to inform leadership and enable evidenced based decisions;
- 15.7.2.6 experience of coaching and/or mentoring senior transformation leaders on specific aspects of the programme or in order to improve personal impact and performance;
- 15.7.2.7 experience of working with existing materials/frameworks and the ability to add to the knowledge capital through reference to prior experience;
- 15.7.2.8 ability to work in an agile fashion recognising when something is "good enough"; and
- 15.7.2.9 provision of proactive and positive challenge/interventions at appropriate leadership levels.

16. LOT 3B – SPECIALIST/TECHNICAL CONSULTANT – ENERGY

16.1 The Supplier shall provide Project Initiation Routemap delivery expertise including procurement and contract management, industry policy & market sounding in energy area.

- 16.2 The energy definition provided are indicative of the type of projects that may be required for each sector.
- 16.3 The definitions are not exhaustive and there may be projects that fit into the energy sector that are not captured in the definitions, and some projects may also cut across the different sectors.
- 16.4 The energy sector could include projects on energy generation and transmission, gas importation and storage of oil and gas as well as decommissioning work. It will involve working with the department of Business, Energy and Industrial Strategy and its agencies and public bodies.
- 16.5 The energy sector could also include projects that look to improve the way the government procures energy projects and works with the energy industry.

17. LOT 3B – ENERGY WORK TYPE A - IMPLEMENTATION OF THE PROJECT INITIATION ROUTEMAP

This paragraph describes the implementation of the Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil:

- 17.1 The Supplier shall undertake background reading of between 5-10 documents and interview questions preparation based on refining the Contracting Authority's standard list of 25 interview questions (this is 10 pages long) to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 17.2 The Supplier shall attend the initial meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 17.3 The Supplier shall participate in interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 17.4 The Supplier shall undertake transcript reviews of the recorded interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 17.5 The Supplier shall undertake the review of the interim report which has been prepared by the Supplier from Lot 1, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 17.6 The Supplier shall attend the interim report meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 17.7 The Supplier shall attend the critical friend workshop 1 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 17.8 The Supplier shall attend the critical friend workshop 2 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 17.9 The Supplier shall undertake the enhancement planning to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

- 17.10 The Supplier shall review the final report which will be prepared by the Supplier from Lot 2, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 17.11 The Supplier shall attend the final report meeting, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 17.12 The Supplier shall deal with general updates from but not limiting to phone calls, emails etc. to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

18. LOT 3B - ENERGY - WORK TYPE B – DEVELOPMENT OF PROJECT INITIATION ROUTEMAP

This paragraph describes the development of Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil.

- 18.1 The Supplier shall undertake the development area for tool improvements by but not limited to:
 - 18.1.1 developing metrics based on Routemap analytics for development and delivery confidence indices which shall provide quantitative comparisons across GMPP portfolio using consistent performance measures demonstrating improvement as the project progress. Provide an early stage assessment of the Supplier’s capability and capacity for delivery enabling an early intervention of support to be triggered.
 - 18.1.2 expanding the tool to incorporate best practice of funding, financing, efficiency, value and assurance which shall provide greater support for projects across a wider range of project elements, improving the value added by the tool.
- 18.2 The Supplier shall undertake the development area for expanded application by but not limited to:
 - 18.2.1 adapting the tool to use across construction and defence projects in the GMPP.
 - 18.2.2 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a wider construction and defence portfolio.
 - 18.2.3 adapting the tool for the use across the transformation and IT portfolio.
 - 18.2.4 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a transformation and IT portfolio.

19. LOT 3B - ENERGY - WORK TYPE C – INTERNATIONAL DEVELOPMENT AND APPLICATION OF UK TECHNOLOGIES

This paragraph describes the international development and application of UK technologies mandatory requirements that the Supplier shall be obligated to fulfil.

- 19.1 The Supplier needs to undertake the Project Initiation Routemap, National Infrastructure Planning, Business Case Development 5 Case Model and PPP Models by but not limited to:

- 19.1.1 supporting the delivery (in UK and in country) of relevant training programmes for overseas officials.
- 19.1.2 supporting roll out of the tool/ methodology in an overseas country and helping to develop an adoption plan including training staff.
- 19.1.3 inputting into designing the process for embedding them into the local frameworks.
- 19.1.4 supporting departments in country carrying out implementations on their own projects.

20. LOT 3B - ENERGY- WORK TYPE D – EARLY DEVELOPMENT POOL SUPPORT

This paragraph describes the early development pool support mandatory requirements that the Supplier shall be obligated to fulfil.

- 20.1 The Supplier shall support and contribute to early thinking on projects in respect of different options and delivery vehicles.
- 20.2 The Supplier shall bring knowledge from where similar projects have succeeded/failed and why.
- 20.3 The Supplier shall have the ability to bring in individual experts through other companies without incurring large mark ups.
- 20.4 The Supplier shall have the ability to bring in an expert at a few weeks' notice.
- 20.5 Opportunity for Suppliers to provide contractors on a pro-bono basis. This could relate to graduates/development opportunities for the Suppliers internal staff as well as making arrangements for expertise to be provided from wider contacts such as recently retired public sector staff who would be willing to offer expertise on a pro bono basis but may not be able to accept payment.
- 20.6 **Specifically, the Consultants shall:**
 - 20.6.1 build leaders' understanding of good practice for programmes.
 - 20.6.2 provide unbiased insights and ideas from a neutral/external perspective.
 - 20.6.3 provide advice on risks and emerging issues on programmes.
 - 20.6.4 troubleshoot specific issues.
 - 20.6.5 provide constructive challenge on how the programmes are structured/run.
- 20.7 **Profile of the Consultants**
 - 20.7.1 As requirements will vary according to the situation, it is essential that Consultants can be flexible in their approach and availability to provide time.
 - 20.7.2 Consultants shall have the following traits:
 - 20.7.2.1 proven, practical and first-hand experience of leading and /or advising on large scale, multi-dimensional transformation programmes within the public sector and/or with complex private sector organisations, including developing/maintaining transformation plans and business cases;

- 20.7.2.2 experience of working with senior leaders in a strategic context and developing confidential relationships;
- 20.7.2.3 ability to make an immediate positive impact;
- 20.7.2.4 experience of working across organisational boundaries and with external suppliers and partners;
- 20.7.2.5 ability to develop content rich “points of view” on strategic options, issues or risks to inform leadership and enable evidenced based decisions;
- 20.7.2.6 experience of coaching and/or mentoring senior transformation leaders on specific aspects of the programme or in order to improve personal impact and performance;
- 20.7.2.7 experience of working with existing materials/frameworks and the ability to add to the knowledge capital through reference to prior experience;
- 20.7.2.8 ability to work in an agile fashion recognising when something is “good enough”; and
- 20.7.2.9 provision of proactive and positive challenge/interventions at appropriate leadership levels.

21. LOT 3C – SPECIALIST/TECHNICAL CONSULTANT – HOUSING AND REGENERATION

- 21.1 The Supplier shall provide Project Initiation Routemap delivery expertise including procurement and contract management, industry policy & market sounding in housing and regeneration area.
- 21.2 The housing and regeneration definition provided are indicative of the type of projects that may be required for each sector.
- 21.3 The definitions are not exhaustive and there may be projects that fit into these sectors that are not captured in the definitions, and some projects may also cut across the different sectors.
- 21.4 The housing and regeneration sector could include projects to develop housing/regeneration major sites, release public land or construct the infrastructure to support housing and regeneration developments. It will involve working with the Department of Communities and Local Government along with its agencies and public bodies.
- 21.5 The housing and regeneration sector could also include projects that look to improve the way the government procures housing and regeneration projects and works with the housing and regeneration industry.

22. LOT 3C – HOUSING AND REGENERATION WORK TYPE A - IMPLEMENTATION OF THE PROJECT INITIATION ROUTEMAP

This paragraph describes the implementation of the Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil:

- 22.1 The Supplier shall undertake background reading of between 5-10 documents and interview questions preparation based on refining the Contracting Authority’s standard list of 25 interview questions (this is 10 pages long) to the

standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

- 22.2 The Supplier shall attend the initial meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 22.3 The Supplier shall participate in interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 22.4 The Supplier shall undertake transcript reviews of the recorded interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 22.5 The Supplier shall undertake the review of the interim report which has been prepared by the Supplier from Lot 1, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 22.6 The Supplier shall attend the interim report meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 22.7 The Supplier shall attend the critical friend workshop 1 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 22.8 The Supplier shall attend the critical friend workshop 2 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 22.9 The Supplier shall undertake the enhancement planning to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 22.10 The Supplier shall review the final report which will be prepared by the Supplier from Lot 2, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 22.11 The Supplier shall attend the final report meeting, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 22.12 The Supplier shall deal with general updates from but not limiting to phone calls, emails etc. to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

23. LOT 3C - HOUSING AND REGENERATION - WORK TYPE B – DEVELOPMENT OF PROJECT INITIATION RUTEMAP

This paragraph describes the development of Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil.

- 23.1 The Supplier shall undertake the development area for tool improvements by but not limited to:
 - 23.1.1 developing metrics based on Routemap analytics for development and delivery confidence indices which shall provide quantitative

comparisons across GMPP portfolio using consistent performance measures demonstrating improvement as the project progress. Provide an early stage assessment of the Supplier's capability and capacity for delivery enabling an early intervention of support to be triggered.

- 23.1.2 expanding the tool to incorporate best practice of funding, financing, efficiency, value and assurance which shall provide greater support for projects across a wider range of project elements, improving the value added by the tool.
- 23.2 The Supplier shall undertake the development area for expanded application by but not limited to:
 - 23.2.1 adapting the tool to use across construction and defence projects in the GMPP.
 - 23.2.2 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a wider construction and defence portfolio.
 - 23.2.3 adapting the tool for the use across the transformation and IT portfolio.
 - 23.2.4 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a transformation and IT portfolio.

24. LOT 3C - HOUSING AND REGENERATION - WORK TYPE C – INTERNATIONAL DEVELOPMENT AND APPLICATION OF UK TECHNOLOGIES

This paragraph describes the international development and application of UK technologies mandatory requirements that the Supplier shall be obligated to fulfil.

- 24.1 The Supplier needs to undertake the Project Initiation Routemap, National Infrastructure Planning, Business Case Development 5 Case Model and PPP Models by but not limited to:
 - 24.1.1 supporting the delivery (in UK and in country) of relevant training programmes for overseas officials.
 - 24.1.2 supporting roll out of the tool/ methodology in an overseas country and helping to develop an adoption plan including training staff.
 - 24.1.3 inputting into designing the process for embedding them into the local frameworks.
 - 24.1.4 supporting departments in country carrying out implementations on their own projects.

25. LOT 3C - HOUSING AND REGENERATION - WORK TYPE D – EARLY DEVELOPMENT POOL SUPPORT

This paragraph describes the early development pool support mandatory requirements that the Supplier shall be obligated to fulfil.

- 25.1 The Supplier shall support and contribute to early thinking on projects in respect of different options and delivery vehicles.
- 25.2 The Supplier shall bring knowledge from where similar projects have succeeded/failed and why.

- 25.3 The Supplier shall have the ability to bring in individual experts through other companies without incurring large mark ups.
- 25.4 The Supplier shall have the ability to bring in an expert at a few weeks' notice.
- 25.5 Opportunity for Suppliers to provide contractors on a pro-bono basis. This could relate to graduates/development opportunities for the Suppliers internal staff as well as making arrangements for expertise to be provided from wider contacts such as recently retired public sector staff who would be willing to offer expertise on a pro bono basis but may not be able to accept payment.
- 25.6 **Specifically, the Consultants shall:**
- 25.6.1 build leaders' understanding of good practice for programmes.
- 25.6.2 provide unbiased insights and ideas from a neutral/external perspective.
- 25.6.3 provide advice on risks and emerging issues on programmes.
- 25.6.4 troubleshoot specific issues.
- 25.6.5 provide constructive challenge on how the programmes are structured/run.
- 25.7 **Profile of the Consultants**
- 25.7.1 As requirements will vary according to the situation, it is essential that Consultants can be flexible in their approach and availability to provide time.
- 25.7.2 Consultants shall have the following traits:
- 25.7.2.1 proven, practical and first-hand experience of leading and /or advising on large scale, multi-dimensional transformation programmes within the public sector and/or with complex private sector organisations, including developing/maintaining transformation plans and business cases;
- 25.7.2.2 experience of working with senior leaders in a strategic context and developing confidential relationships;
- 25.7.2.3 ability to make an immediate positive impact;
- 25.7.2.4 experience of working across organisational boundaries and with external suppliers and partners;
- 25.7.2.5 ability to develop content rich "points of view" on strategic options, issues or risks to inform leadership and enable evidenced based decisions;
- 25.7.2.6 experience of coaching and/or mentoring senior transformation leaders on specific aspects of the programme or in order to improve personal impact and performance;
- 25.7.2.7 experience of working with existing materials/frameworks and the ability to add to the knowledge capital through reference to prior experience;
- 25.7.2.8 ability to work in an agile fashion recognising when something is "good enough"; and

25.7.2.9 provision of proactive and positive challenge/interventions at appropriate leadership levels.

26. LOT 3D - SPECIALIST/TECHNICAL CONSULTANT – TRANSFORMATION

- 26.1 The Supplier shall provide Project Initiation Routemap delivery expertise including procurement and contract management, industry policy & market sounding in transformation area.
- 26.2 The transformation definition provided are indicative of the type of projects that may be required for each sector.
- 26.3 The definitions are not exhaustive and there may be projects that fit into the transformation sector that are not captured in the definitions, and some projects may also cut across the different sectors.
- 26.4 The transformation sector includes projects that are modernising government operations and improving how services are delivered to the public. This includes change projects that will affect the way the government interacts with the public. As well as projects transforming the way government operates internally. These projects could be across a range of government departments.
- 26.5 The transformation sector could also include projects that look to improve the way the government procures transformation projects and works with the transformation industry.

27. LOT 3D -TRANSFORMATION WORK TYPE A - IMPLEMENTATION OF THE PROJECT INITIATION ROUTEMAP

This paragraph describes the implementation of the Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil:

- 27.1 The Supplier shall undertake background reading of between 5-10 documents and interview questions preparation based on refining the Contracting Authority's standard list of 25 interview questions (this is 10 pages long), to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 27.2 The Supplier shall attend the initial meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 27.3 The Supplier shall participate in interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 27.4 The Supplier shall undertake transcript reviews of the recorded interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 27.5 The Supplier shall undertake the review of the interim report which has been prepared by the Supplier from Lot 1, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 27.6 The Supplier shall attend the interim report meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

- 27.7 The Supplier shall attend the critical friend workshop 1 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 27.8 The Supplier shall attend the critical friend workshop 2 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 27.9 The Supplier shall undertake the enhancement planning to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 27.10 The Supplier shall review the final report which will be prepared by the Supplier from Lot 2, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 27.11 The Supplier shall attend the final report meeting, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 27.12 The Supplier shall deal with general updates from but not limiting to phone calls, emails etc. to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

28. LOT 3D - TRANSFORMATION - WORK TYPE B – DEVELOPMENT OF PROJECT INITIATION ROUTEMAP

This paragraph describes the development of Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil.

- 28.1 The Supplier shall undertake the development area for tool improvements by but not limited to:
 - 28.1.1 developing metrics based on Routemap analytics for development and delivery confidence indices which shall provide quantitative comparisons across GMPP portfolio using consistent performance measures demonstrating improvement as the project progress. Provide an early stage assessment of the Supplier’s capability and capacity for delivery enabling an early intervention of support to be triggered.
 - 28.1.2 expanding the tool to incorporate best practice of funding, financing, efficiency, value and assurance which shall provide greater support for projects across a wider range of project elements, improving the value added by the tool.
- 28.2 The Supplier shall undertake the development area for expanded application by but not limited to:
 - 28.2.1 adapting the tool to use across construction and defence projects in the GMPP.
 - 28.2.2 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a wider construction and defence portfolio.
 - 28.2.3 adapting the tool for the use across the transformation and IT portfolio.

- 28.2.4 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a transformation and IT portfolio.

29. LOT 3D - TRANSFORMATION - WORK TYPE C – INTERNATIONAL DEVELOPMENT AND APPLICATION OF UK TECHNOLOGIES

This paragraph describes the international development and application of UK technologies mandatory requirements that the Supplier shall be obligated to fulfil.

- 29.1 The Supplier needs to undertake the Project Initiation Routemap, National Infrastructure Planning, Business Case Development 5 Case Model and PPP Models by but not limited to:
 - 29.1.1 supporting the delivery (in UK and in country) of relevant training programmes for overseas officials.
 - 29.1.2 supporting roll out of the tool/ methodology in an overseas country and helping to develop an adoption plan including training staff.
 - 29.1.3 inputting into designing the process for embedding them into the local frameworks.
 - 29.1.4 supporting departments in country carrying out implementations on their own projects.

30. LOT 3D - TRANSFORMATION - WORK TYPE D – EARLY DEVELOPMENT POOL SUPPORT

This paragraph describes the early development pool support mandatory requirements that the Supplier shall be obligated to fulfil.

- 30.1 The Supplier shall support and contribute to early thinking on projects in respect of different options and delivery vehicles.
- 30.2 The Supplier shall bring knowledge from where similar projects have succeeded/failed and why.
- 30.3 The Supplier shall have the ability to bring in individual experts through other companies without incurring large mark ups.
- 30.4 The Supplier shall have the ability to bring in an expert at a few weeks' notice.
- 30.5 Opportunity for Suppliers to provide contractors on a pro-bono basis. This could relate to graduates/development opportunities for the Suppliers internal staff as well as making arrangements for expertise to be provided from wider contacts such as recently retired public sector staff who would be willing to offer expertise on a pro bono basis but may not be able to accept payment.
- 30.6 **Specifically, the Consultants shall:**
 - 30.6.1 build leaders' understanding of good practice for programmes.
 - 30.6.2 provide unbiased insights and ideas from a neutral/external perspective.
 - 30.6.3 provide advice on risks and emerging issues on programmes.
 - 30.6.4 troubleshoot specific issues.
 - 30.6.5 provide constructive challenge on how the programmes are structured/run.

30.7 Profile of the Consultants

- 30.7.1 As requirements will vary according to the situation, it is essential that Consultants can be flexible in their approach and availability to provide time.
- 30.7.2 Consultants shall have the following traits:
- 30.7.2.1 proven, practical and first-hand experience of leading and /or advising on large scale, multi-dimensional transformation programmes within the public sector and/or with complex private sector organisations, including developing/maintaining transformation plans and business cases;
 - 30.7.2.2 experience of working with senior leaders in a strategic context and developing confidential relationships;
 - 30.7.2.3 ability to make an immediate positive impact;
 - 30.7.2.4 experience of working across organisational boundaries and with external suppliers and partners;
 - 30.7.2.5 ability to develop content rich “points of view” on strategic options, issues or risks to inform leadership and enable evidenced based decisions;
 - 30.7.2.6 experience of coaching and/or mentoring senior transformation leaders on specific aspects of the programme or in order to improve personal impact and performance;
 - 30.7.2.7 experience of working with existing materials/frameworks and the ability to add to the knowledge capital through reference to prior experience;
 - 30.7.2.8 ability to work in an agile fashion recognising when something is “good enough”; and
 - 30.7.2.9 provision of proactive and positive challenge/interventions at appropriate leadership levels.

31. LOT 3E - SPECIALIST/TECHNICAL CONSULTANT – IT

- 31.1 The Supplier shall provide Project Initiation Routemap delivery expertise including procurement and contract management, industry policy & market sounding in IT area.
- 31.2 The IT definition provided are indicative of the type of projects that may be required for each sector.
- 31.3 The definitions are not exhaustive and there may be projects that fit into the IT sector that are not captured in the definitions, and some projects may also cut across the different sectors.
- 31.4 This sector will include ICT system change programmes and any programmes that have some ICT element. Including projects to implement new ICT systems – either to increase capability, or to replace current systems. These projects could be across a range of government departments.

- 31.5 The IT sector could also include projects that look to improve the way the government procures IT projects and works with the IT industry.

32. LOT 3E - IT WORK TYPE A - IMPLEMENTATION OF THE PROJECT INITIATION ROUTEMAP

This paragraph describes the implementation of the Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil:

- 32.1 The Supplier shall undertake background reading of between 5-10 documents and interview questions preparation based on refining the Contracting Authority's standard list of 25 interview questions (this is 10 pages long) to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 32.2 The Supplier shall attend the initial meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 32.3 The Supplier shall participate in interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 32.4 The Supplier shall undertake transcript reviews of the recorded interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 32.5 The Supplier shall undertake the review of the interim report which has been prepared by the Supplier from Lot 1, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 32.6 The Supplier shall attend the interim report meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 32.7 The Supplier shall attend the critical friend workshop 1 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 32.8 The Supplier shall attend the critical friend workshop 2 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 32.9 The Supplier shall undertake the enhancement planning to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 32.10 The Supplier shall review the final report which will be prepared by the Supplier from Lot 2, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 32.11 The Supplier shall attend the final report meeting, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 32.12 The Supplier shall deal with general updates from but not limiting to phone calls, emails etc. to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

33. LOT 3E - IT - WORK TYPE B – DEVELOPMENT OF PROJECT INITIATION ROUTEMAP

This paragraph describes the development of Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil.

- 33.1 The Supplier shall undertake the development area for tool improvements by but not limited to:
 - 33.1.1 developing metrics based on Routemap analytics for development and delivery confidence indices which shall provide quantitative comparisons across GMPP portfolio using consistent performance measures demonstrating improvement as the project progress. Provide an early stage assessment of the Supplier's capability and capacity for delivery enabling an early intervention of support to be triggered.
 - 33.1.2 expanding the tool to incorporate best practice of funding, financing, efficiency, value and assurance which shall provide greater support for projects across a wider range of project elements, improving the value added by the tool.
- 33.2 The Supplier shall undertake the development area for expanded application by but not limited to:
 - 33.2.1 adapting the tool to use across construction and defence projects in the GMPP.
 - 33.2.2 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a wider construction and defence portfolio.
 - 33.2.3 adapting the tool for the use across the transformation and IT portfolio.
 - 33.2.4 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a transformation and IT portfolio.

34. LOT 3E - IT - WORK TYPE C – INTERNATIONAL DEVELOPMENT AND APPLICATION OF UK TECHNOLOGIES

This paragraph describes the international development and application of UK technologies mandatory requirements that the Supplier shall be obligated to fulfil.

- 34.1 The Supplier needs to undertake the Project Initiation Routemap, National Infrastructure Planning, Business Case Development 5 Case Model and PPP Models by but not limited to:
 - 34.1.1 supporting the delivery (in UK and in country) of relevant training programmes for overseas officials.
 - 34.1.2 supporting roll out of the tool/ methodology in an overseas country and helping to develop an adoption plan including training staff.
 - 34.1.3 inputting into designing the process for embedding them into the local frameworks.
 - 34.1.4 supporting departments in country carrying out implementations on their own projects.

35. LOT 3E - IT WORK TYPE D – TRANSFORMATION & IT EARLY DEVELOPMENT POOL SUPPORT

This paragraph describes the early development pool support mandatory requirements that the Supplier shall be obligated to fulfil.

- 35.1 The Supplier shall support and contribute to early thinking on projects in respect of different options and delivery vehicles.
- 35.2 The Supplier shall bring knowledge from where similar projects have succeeded/failed and why.
- 35.3 The Supplier shall have the ability to bring in individual experts through other companies without incurring large mark ups.
- 35.4 The Supplier shall have the ability to bring in an expert at a few weeks' notice.
- 35.5 Opportunity for Suppliers to provide contractors on a pro-bono basis. This could relate to graduates/development opportunities for the Suppliers internal staff as well as making arrangements for expertise to be provided from wider contacts such as recently retired public sector staff who would be willing to offer expertise on a pro bono basis but may not be able to accept payment
- 35.6 **Specifically, the Consultants shall:**
 - 35.6.1 build leaders' understanding of good practice for programmes.
 - 35.6.2 provide unbiased insights and ideas from a neutral/external perspective.
 - 35.6.3 provide advice on risks and emerging issues on programmes.
 - 35.6.4 troubleshoot specific issues.
 - 35.6.5 provide constructive challenge on how the programmes are structured/run.
- 35.7 **Profile of the Consultants**
 - 35.7.1 As requirements will vary according to the situation, it is essential that Consultants can be flexible in their approach and availability to provide time.
 - 35.7.2 Consultants shall have the following traits:
 - 35.7.2.1 proven, practical and first-hand experience of leading and /or advising on large scale, multi-dimensional transformation programmes within the public sector and/or with complex private sector organisations, including developing/maintaining transformation plans and business cases;
 - 35.7.2.2 experience of working with senior leaders in a strategic context and developing confidential relationships;
 - 35.7.2.3 ability to make an immediate positive impact;
 - 35.7.2.4 experience of working across organisational boundaries and with external suppliers and partners;

- 35.7.2.5 ability to develop content rich “points of view” on strategic options, issues or risks to inform leadership and enable evidenced based decisions;
- 35.7.2.6 experience of coaching and/or mentoring senior transformation leaders on specific aspects of the programme or in order to improve personal impact and performance;
- 35.7.2.7 experience of working with existing materials/frameworks and the ability to add to the knowledge capital through reference to prior experience;
- 35.7.2.8 ability to work in an agile fashion recognising when something is “good enough”; and
- 35.7.2.9 provision of proactive and positive challenge/interventions at appropriate leadership levels.

36. LOT 3F - SPECIALIST/TECHNICAL CONSULTANT – DEFENCE

- 36.1 The Supplier shall provide Project Initiation Routemap delivery expertise including procurement and contract management, industry policy & market sounding in defence area.
- 36.2 The defence definition provided are indicative of the type of projects that may be required for each sector.
- 36.3 The definitions are not exhaustive and there may be projects that fit into the defence sector that are not captured in the definitions, and some projects may also cut across the different sectors.
- 36.4 The defence sector could include projects that aim to deliver new military equipment or improve military capability and will predominately involve working with the Ministry of Defence, its agencies and public bodies.
- 36.5 The defence sector could also include projects that look to improve the way the government procures defence projects and works with the defence industry.

37. LOT 3F - DEFENCE WORK TYPE A - IMPLEMENTATION OF THE PROJECT INITIATION ROUTEMAP

This paragraph describes the implementation of the Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil:

- 37.1 The Supplier shall undertake background reading of between 5-10 documents and interview questions preparation based on refining the Contracting Authority’s standard list of 25 interview questions (this is 10 pages long) to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 37.2 The Supplier shall attend the initial meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 37.3 The Supplier shall participate in interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

- 37.4 The Supplier shall undertake transcript reviews of the recorded interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 37.5 The Supplier shall undertake the review of the interim report which has been prepared by the Supplier from Lot 1, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 37.6 The Supplier shall attend the interim report meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 37.7 The Supplier shall attend the critical friend workshop 1 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 37.8 The Supplier shall attend the critical friend workshop 2 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 37.9 The Supplier shall undertake the enhancement planning to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 37.10 The Supplier shall review the final report which will be prepared by the Supplier from Lot 2, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 37.11 The Supplier shall attend the final report meeting, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 37.12 The Supplier shall deal with general updates from but not limiting to phone calls, emails etc. to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

38. LOT 3F - DEFENCE - WORK TYPE B – DEVELOPMENT OF PROJECT INITIATION ROUTEMAP

This paragraph describes the development of Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil:

- 38.1 The Supplier shall undertake the development area for tool improvements by but not limited to:
 - 38.1.1 developing metrics based on Routemap analytics for development and delivery confidence indices which shall provide quantitative comparisons across GMPP portfolio using consistent performance measures demonstrating improvement as the project progress. Provide an early stage assessment of the Supplier’s capability and capacity for delivery enabling an early intervention of support to be triggered.
 - 38.1.2 expanding the tool to incorporate best practice of funding, financing, efficiency, value and assurance which shall provide greater support for projects across a wider range of project elements, improving the value added by the tool.

- 38.2 The Supplier shall undertake the development area for expanded application by but not limited to:
- 38.2.1 adapting the tool to use across construction and defence projects in the GMPP.
 - 38.2.2 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a wider construction and defence portfolio.
 - 38.2.3 adapting the tool for the use across the transformation and IT portfolio.
 - 38.2.4 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a transformation and IT portfolio.

39. LOT 3F - DEFENCE - WORK TYPE C – INTERNATIONAL DEVELOPMENT AND APPLICATION OF UK TECHNOLOGIES

This paragraph describes the international development and application of UK technologies mandatory requirements that the Supplier shall be obligated to fulfil.

- 39.1 The Supplier needs to undertake the Project Initiation Routemap, National Infrastructure Planning, Business Case Development 5 Case Model and PPP Models by but not limited to:
- 39.1.1 supporting the delivery (in UK and in country) of relevant training programmes for overseas officials.
 - 39.1.2 supporting roll out of the tool/ methodology in an overseas country and helping to develop an adoption plan including training staff.
 - 39.1.3 inputting into designing the process for embedding them into the local frameworks.
 - 39.1.4 supporting departments in country carrying out implementations on their own projects.

40. LOT 3F – DEFENCE - WORK TYPE D – EARLY DEVELOPMENT POOL SUPPORT

This paragraph describes the early development pool support mandatory requirements that the Supplier shall be obligated to fulfil.

- 40.1 The Supplier shall support and contribute to early thinking on projects in respect of different options and delivery vehicles.
- 40.2 The Supplier shall bring knowledge from where similar projects have succeeded/failed and why.
- 40.3 The Supplier shall have the ability to bring in individual experts through other companies without incurring large mark ups.
- 40.4 The Supplier shall have the ability to bring in an expert at a few weeks' notice.
- 40.5 Opportunity for Suppliers to provide contractors on a pro-bono basis. This could relate to graduates/development opportunities for the Suppliers internal staff as well as making arrangements for expertise to be provided from wider contacts such as recently retired public sector staff who would be willing to offer expertise on a pro bono basis but may not be able to accept payment
- 40.6 **Specifically, the Consultants shall:**

- 40.6.1 build leaders' understanding of good practice for programmes.
- 40.6.2 provide unbiased insights and ideas from a neutral/external perspective.
- 40.6.3 provide advice on risks and emerging issues on programmes.
- 40.6.4 troubleshoot specific issues.
- 40.6.5 provide constructive challenge on how the programmes are structured/run.

40.7 **Profile of the Consultants**

- 40.7.1 As requirements will vary according to the situation, it is essential that Consultants can be flexible in their approach and availability to provide time.
- 40.7.2 Consultants shall have the following traits:
 - 40.7.2.1 proven, practical and first-hand experience of leading and /or advising on large scale, multi-dimensional transformation programmes within the public sector and/or with complex private sector organisations, including developing/maintaining transformation plans and business cases;
 - 40.7.2.2 experience of working with senior leaders in a strategic context and developing confidential relationships;
 - 40.7.2.3 ability to make an immediate positive impact;
 - 40.7.2.4 experience of working across organisational boundaries and with external suppliers and partners;
 - 40.7.2.5 ability to develop content rich "points of view" on strategic options, issues or risks to inform leadership and enable evidenced based decisions;
 - 40.7.2.6 experience of coaching and/or mentoring senior transformation leaders on specific aspects of the programme or in order to improve personal impact and performance;
 - 40.7.2.7 experience of working with existing materials/frameworks and the ability to add to the knowledge capital through reference to prior experience;
 - 40.7.2.8 ability to work in an agile fashion recognising when something is "good enough"; and
 - 40.7.2.9 provision of proactive and positive challenge/interventions at appropriate leadership levels.

41. LOT 3G - SPECIALIST/TECHNICAL CONSULTANT – INTERNATIONAL INFRASTRUCTURE
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- 41.1 The Supplier shall provide Project Initiation Routemap delivery expertise including procurement and contract management, industry policy & market sounding in International Infrastructure area.

- 41.2 The International Infrastructure definition provided are indicative of the type of projects that may be required for each sector.
- 41.3 The definitions are not exhaustive and there may be projects that fit into the international infrastructure sector that are not captured in the definitions, and some projects may also cut across the different sectors.
- 41.4 The International Infrastructure sector could include all projects that involve work outside the UK. This could be in any or all of the sectors mentioned in Lot 3A-3H.
- 41.5 The International Infrastructure sector could also include projects that look to improve the way the government procures International Infrastructure projects and works with the International Infrastructure industry.

42. LOT 3G - INTERNATIONAL INFRASTRUCTURE - WORK TYPE A - IMPLEMENTATION OF THE PROJECT INITIATION ROUTEMAP

This paragraph describes the implementation of the Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil:

- 42.1 The Supplier shall undertake background reading of between 5-10 documents and interview questions preparation based on refining the Contracting Authority's standard list of 25 interview questions (this is 10 pages long) to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 42.2 The Supplier shall attend the initial meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 42.3 The Supplier shall participate in interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 42.4 The Supplier shall undertake transcript reviews of the recorded interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 42.5 The Supplier shall undertake the review of the interim report which has been prepared by the Supplier from Lot 1, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 42.6 The Supplier shall attend the interim report meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 42.7 The Supplier shall attend the critical friend workshop 1 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 42.8 The Supplier shall attend the critical friend workshop 2 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 42.9 The Supplier shall undertake the enhancement planning to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

- 42.10 The Supplier shall review the final report which will be prepared by the Supplier from Lot 2, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 42.11 The Supplier shall attend the final report meeting, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 42.12 The Supplier shall deal with general updates from but not limiting to phone calls, emails etc. to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

43. LOT 3G - INTERNATIONAL INFRASTRUCTURE - WORK TYPE B – DEVELOPMENT OF PROJECT INITIATION RUTEMAP

This paragraph describes the development of Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil.

- 43.1 The Supplier shall undertake the development area for tool improvements by but not limited to:
 - 43.1.1 developing metrics based on Routemap analytics for development and delivery confidence indices which shall provide quantitative comparisons across GMPP portfolio using consistent performance measures demonstrating improvement as the project progress. Provide an early stage assessment of the Supplier’s capability and capacity for delivery enabling an early intervention of support to be triggered.
 - 43.1.2 expanding the tool to incorporate best practice of funding, financing, efficiency, value and assurance which shall provide greater support for projects across a wider range of project elements, improving the value added by the tool.
- 43.2 The Supplier shall undertake the development area for expanded application by but not limited to:
 - 43.2.1 adapting the tool to use across construction and defence projects in the GMPP.
 - 43.2.2 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a wider construction and defence portfolio.
 - 43.2.3 adapting the tool for the use across the transformation and IT portfolio.
 - 43.2.4 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a transformation and IT portfolio.

44. LOT 3G - INTERNATIONAL INFRASTRUCTURE - WORK TYPE C – INTERNATIONAL DEVELOPMENT AND APPLICATION OF UK TECHNOLOGIES

This paragraph describes the international development and application of UK technologies mandatory requirements that the Supplier shall be obligated to fulfil.

- 44.1 The Supplier needs to undertake the Project Initiation Routemap, National Infrastructure Planning, Business Case Development 5 Case Model and PPP Models by but not limited to:

- 44.1.1 supporting the delivery (in UK and in country) of relevant training programmes for overseas officials.
- 44.1.2 supporting roll out of the tool/ methodology in an overseas country and helping to develop an adoption plan including training staff.
- 44.1.3 inputting into designing the process for embedding them into the local frameworks.
- 44.1.4 supporting departments in country carrying out implementations on their own projects.

45. LOT 3G – INTERNATIONAL INFRASTRUCTURE - WORK TYPE D – EARLY DEVELOPMENT POOL SUPPORT

This paragraph describes the early development pool support mandatory requirements that the Supplier shall be obligated to fulfil.

- 45.1 The Supplier shall support and contribute to early thinking on projects in respect of different options and delivery vehicles.
- 45.2 The Supplier shall bring knowledge from where similar projects have succeeded/failed and why.
- 45.3 The Supplier shall have the ability to bring in individual experts through other companies without incurring large mark ups.
- 45.4 The Supplier shall have the ability to bring in an expert at a few weeks' notice.
- 45.5 Opportunity for Suppliers to provide contractors on a pro-bono basis. This could relate to graduates/development opportunities for the Suppliers internal staff as well as making arrangements for expertise to be provided from wider contacts such as recently retired public sector staff who would be willing to offer expertise on a pro bono basis but may not be able to accept payment
- 45.6 **Specifically, the Consultants shall:**
 - 45.6.1 build leaders' understanding of good practice for programmes.
 - 45.6.2 provide unbiased insights and ideas from a neutral/external perspective.
 - 45.6.3 provide advice on risks and emerging issues on programmes.
 - 45.6.4 troubleshoot specific issues.
 - 45.6.5 provide constructive challenge on how the programmes are structured/run.
- 45.7 **Profile of the Consultants**
 - 45.7.1 As requirements will vary according to the situation, it is essential that Consultants can be flexible in their approach and availability to provide time.
 - 45.7.2 Consultants shall have the following traits:
 - 45.7.2.1 proven, practical and first-hand experience of leading and /or advising on large scale, multi-dimensional transformation programmes within the public sector and/or with complex private sector organisations, including

developing/maintaining transformation plans and business cases;

45.7.2.2 experience of working with senior leaders in a strategic context and developing confidential relationships;

45.7.2.3 ability to make an immediate positive impact;

45.7.2.4 experience of working across organisational boundaries and with external suppliers and partners;

45.7.2.5 ability to develop content rich “points of view” on strategic options, issues or risks to inform leadership and enable evidenced based decisions;

45.7.2.6 experience of coaching and/or mentoring senior transformation leaders on specific aspects of the programme or in order to improve personal impact and performance;

45.7.2.7 experience of working with existing materials/frameworks and the ability to add to the knowledge capital through reference to prior experience;

45.7.2.8 ability to work in an agile fashion recognising when something is “good enough”; and

45.7.2.9 provision of proactive and positive challenge/interventions at appropriate leadership levels.

46. LOT 3H - SPECIALIST/TECHNICAL CONSULTANT – TRANSPORT

46.1 The Supplier shall provide Project Initiation Routemap delivery expertise including procurement and contract management, industry policy & market sounding in International Infrastructure area.

46.2 The Transport definition provided are indicative of the type of projects that may be required for each sector.

46.3 The definitions are not exhaustive and there may be projects that fit into the Transport sector that are not captured in the definitions, and some projects may also cut across the different sectors.

46.4 The Transport sector could include projects working on any of the following roads, rail, ports and airports. It will involve working with the Department for Transport and it’s agencies and public bodies.

47. LOT 3H - TRANSPORT - WORK TYPE A - IMPLEMENTATION OF THE PROJECT INITIATION ROUTEMAP

This paragraph describes the implementation of the Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil:

47.1 The Supplier shall undertake background reading of between 5-10 documents and interview questions preparation based on refining the Contracting Authority’s standard list of 25 interview questions (this is 10 pages long) to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

- 47.2 The Supplier shall attend the initial meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 47.3 The Supplier shall participate in interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 47.4 The Supplier shall undertake transcript reviews of the recorded interviews, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 47.5 The Supplier shall undertake the review of the interim report which has been prepared by the Supplier from Lot 1, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 47.6 The Supplier shall attend the interim report meeting to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 47.7 The Supplier shall attend the critical friend workshop 1 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 47.8 The Supplier shall attend the critical friend workshop 2 to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 47.9 The Supplier shall undertake the enhancement planning to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 47.10 The Supplier shall review the final report which will be prepared by the Supplier from Lot 2, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 47.11 The Supplier shall attend the final report meeting, to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.
- 47.12 The Supplier shall deal with general updates from but not limiting to phone calls, emails etc. to the standards and timescales specified by the Contracting Authority prior to the Project Initiation Routemap commencing.

48. LOT 3H - INTERNATIONAL INFRASTRUCTURE - WORK TYPE B – DEVELOPMENT OF PROJECT INITIATION ROUTEMAP

This paragraph describes the development of Project Initiation Routemap mandatory requirements that the Supplier shall be obligated to fulfil.

- 48.1 The Supplier shall undertake the development area for tool improvements by but not limited to:
 - 48.1.1 developing metrics based on Routemap analytics for development and delivery confidence indices which shall provide quantitative comparisons across GMPP portfolio using consistent performance measures demonstrating improvement as the project progress. Provide

an early stage assessment of the Supplier's capability and capacity for delivery enabling an early intervention of support to be triggered.

- 48.1.2 expanding the tool to incorporate best practice of funding, financing, efficiency, value and assurance which shall provide greater support for projects across a wider range of project elements, improving the value added by the tool.
- 48.2 The Supplier shall undertake the development area for expanded application by but not limited to:
 - 48.2.1 adapting the tool to use across construction and defence projects in the GMPP.
 - 48.2.2 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a wider construction and defence portfolio.
 - 48.2.3 adapting the tool for the use across the transformation and IT portfolio.
 - 48.2.4 updating the analytics, format of the workshops and best practice elements of the tool which will enable its use across a transformation and IT portfolio.

49. LOT 3H - TRANSPORT - WORK TYPE C – INTERNATIONAL DEVELOPMENT AND APPLICATION OF UK TECHNOLOGIES

This paragraph describes the international development and application of UK technologies mandatory requirements that the Supplier shall be obligated to fulfil.

- 49.1 The Supplier needs to undertake the Project Initiation Routemap, National Infrastructure Planning, Business Case Development 5 Case Model and PPP Models by but not limited to:
 - 49.1.1 supporting the delivery (in UK and in country) of relevant training programmes for overseas officials.
 - 49.1.2 supporting roll out of the tool/ methodology in an overseas country and helping to develop an adoption plan including training staff.
 - 49.1.3 inputting into designing the process for embedding them into the local frameworks.
 - 49.1.4 supporting departments in country carrying out implementations on their own projects.

50. LOT 3H – TRANSPORT - WORK TYPE D – EARLY DEVELOPMENT POOL SUPPORT

This paragraph describes the early development pool support mandatory requirements that the Supplier shall be obligated to fulfil.

- 50.1 The Supplier shall support and contribute to early thinking on projects in respect of different options and delivery vehicles.
- 50.2 The Supplier shall bring knowledge from where similar projects have succeeded/failed and why.
- 50.3 The Supplier shall have the ability to bring in individual experts through other companies without incurring large mark ups.

- 50.4 The Supplier shall have the ability to bring in an expert at a few weeks' notice.
- 50.5 Opportunity for Suppliers to provide contractors on a pro-bono basis. This could relate to graduates/development opportunities for the Suppliers internal staff as well as making arrangements for expertise to be provided from wider contacts such as recently retired public sector staff who would be willing to offer expertise on a pro bono basis but may not be able to accept payment.
- 50.6 **Specifically, the Consultants shall:**
- 50.6.1 build leaders' understanding of good practice for programmes.
 - 50.6.2 provide unbiased insights and ideas from a neutral/external perspective.
 - 50.6.3 provide advice on risks and emerging issues on programmes.
 - 50.6.4 troubleshoot specific issues.
 - 50.6.5 provide constructive challenge on how the programmes are structured/run.
- 50.7 **Profile of the Consultants**
- 50.7.1 As requirements will vary according to the situation, it is essential that Consultants can be flexible in their approach and availability to provide time.
 - 50.7.2 Consultants shall have the following traits:
 - 50.7.2.1 proven, practical and first-hand experience of leading and /or advising on large scale, multi-dimensional transformation programmes within the public sector and/or with complex private sector organisations, including developing/maintaining transformation plans and business cases;
 - 50.7.2.2 experience of working with senior leaders in a strategic context and developing confidential relationships;
 - 50.7.2.3 ability to make an immediate positive impact;
 - 50.7.2.4 experience of working across organisational boundaries and with external suppliers and partners;
 - 50.7.2.5 ability to develop content rich "points of view" on strategic options, issues or risks to inform leadership and enable evidenced based decisions;
 - 50.7.2.6 experience of coaching and/or mentoring senior transformation leaders on specific aspects of the programme or in order to improve personal impact and performance;
 - 50.7.2.7 experience of working with existing materials/frameworks and the ability to add to the knowledge capital through reference to prior experience;
 - 50.7.2.8 ability to work in an agile fashion recognising when something is "good enough"; and
 - 50.7.2.9 provision of proactive and positive challenge/interventions at appropriate leadership levels.

ANNEX A – FURTHER INFORMATION

A 2 page summary of the Project Initiation Routemap can be found here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/529310/fact_sheet_2016.pdf

Case studies of completed Project Initiation Routemaps can be found here:

<https://www.gov.uk/government/collections/improving-infrastructure-delivery-project-case-studies>

Examples of the Routemap modules that have been developed previously can be found here:

<https://www.gov.uk/government/publications/improving-infrastructure-delivery-project-initiation-routemap>

Further information on the Project Initiation Routemap from the Institution of Civil Engineers:-

<https://www.ice.org.uk/disciplines-and-resources/best-practice/project-initiation-routemap>

Contracting Authority Annual Report on Major Projects shows the range and types of projects, please see the link below:

<https://www.gov.uk/government/news/ipa-annual-report-on-major-government-projects-shows-improvements>

ANNEX B - CONTRACTING AUTHORITY PROJECT INITIATION ROUTEMAP GUIDE



Annex B - IUK - Project Initiation Routemap Guide.pdf

ANNEX C - CONTRACTING AUTHORITY PROJECT DEVELOPMENT AND EVALUATION SUPPORT GUIDE FOR OVERSEAS



Annex C - IUK - Project Development and Evaluation Support Guide for Overseas.pdf

PART B – KEY PERFORMANCE INDICATORS

1. GENERAL

- 1.1 The purpose of this Part B is to set out the KPIs by which the Suppliers overall performance under this Framework Agreement shall be monitored and managed. The Contracting Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Contracting Authority and the Supplier in accordance with Clause 19.1 (Variation Procedure).
- 1.2 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement including Framework Schedule 8 (Framework Management) and shall use all reasonable endeavours to meet the KPI Targets identified in the table below.
- 1.3 The KPIs from which performance by the Supplier of this Framework Agreement will be reported against are set out below:

1.4 SCORING CRITERIA

- 1.4.1. Level 1 is a satisfactory score, 2 and 3 are added value and stretch targets that the Supplier can aim for to add value, drive improvements and bolster their reputation. Scores 2 and 3 also give a view of what business as usual is likely to be in the future.
- 1.4.2. Measurement criteria for level 3 and to some extent level 2 are examples of exceptional performance, as Framework Suppliers will all have different approaches to achieving the same level of innovation and excellence. Please use these higher scoring measurement criteria particularly level 3 as examples of performance rather than prescriptive scoring criteria.
- 1.4.3. N/A is a score to give if the question does not apply. Please explain the reason that this does not apply in the 'Comments and Evidence' column.
- 1.4.4. Level 0 is used if the Framework Supplier has not yet reached satisfactory performance.
- 1.4.5. MEASUREMENT CRITERIA INSTRUCTIONS:
- Take note of the Scoring Criteria above.
 - Read the KPI
 - Assess each of the measurement criteria for that KPI
 - Choose the measurement criteria score which best matches your level of attainment.
 - Select the score from the drop down in the purple scoring column
 - Add any further details in the Comments and Evidence column.
 - Answer the Feedback Questions

Theme	KPI	Scores			
		0	1	2	3
Working with others	Managing conflicts of interest and security and managing sensitive information	Does not meet requirements set out in level 1	Conflict of interest checks have been undertaken and sensible provisions made to keep sensitive information secure.	Regular checks are undertaken and a predetermined process is in place to identify and mitigate conflicts of interest responsibly. A convention for the level of information confidentiality has been developed and implemented on all documents and outputs across the framework. High level trends can be drawn from all data without compromising the data security requirements of the individual project.	There are no confidentiality issues or conflicts of interest because all data is open and available to everyone. Clients and Framework Operators allow full transparency of their information and data and are proud of their values of honesty and integrity. They work hard to ensure that their weaknesses or conflicts, should they have any, are addressed promptly and directly.
	Market and Communications Plan: enhancing and providing additional opportunities to improve awareness of the Framework Services	Does not meet requirements set out in level 1	No complaints received (or considerable improvements made since a complaint). Clients are satisfied with the services and outputs from each exercise can be used as marketing material.	Feedback and constructive criticism is actively sought from the Clients before, during and after an exercise. Positive feedback is received and the Framework Operative undertakes proactive market engagement to contract further work and promote the framework services.	Clients provide unsolicited positive feedback and recommend the Framework Operators team to their colleagues and other Clients. Promotion materials, events, publications and regular industry reports are created by the Framework Operators. Framework Operators regularly contribute to high level and influential industry events and use these to promote the framework services.
	Working in an integrated team, shared improvements	Does not meet requirements set out in level 1	The other framework operators have average framework KPI scores of more than 1.	The other framework operators have average framework KPI scores of more than 2.	The other framework operators have average framework KPI scores of more than 2.5
Knowledge management	Developing people and skills. Skills and knowledge transfer, sharing information, lessons learnt and training. Using the knowledge gained on the Framework to develop industry skills.	Does not meet requirements set out in level 1	Regular framework wide team meetings and training is made available and information is shared with all other framework operatives (irrespective of parent company). Routemap learning is embedded into the framework operatives own corporate training programme.	Routemap operatives work as one cohesive team with a shared organisational structure, reporting mechanisms and schedules. They share and utilise one another's best practice and strengths and support other's weaknesses to create better value for the overall framework. Framework operatives have a structured programme for disseminating learning from Routemap exercises into their graduate training and staff development programmes. Evidence of learning from the framework is used by frameworks operatives staff to support professional accreditation.	Links across industry, and expertise across industry is utilised. A feedback mechanism is in place to allow experts outside of the framework to interact and present their own ideas and views for the improvement of the framework services. Findings and results are publically available (without compromising confidentiality).
	Improving the Framework content, systems and processes. Sharing of more effective, efficient and innovative ways of working with the Contracting Authority,	Does not meet requirements set out in level 1	A log / tracker is kept of feedback and new ideas to improve the Framework Services. Measurable efforts are made to deliver further cost savings over the Framework Period via continuous improvement and innovation.	Workshops arranged to discuss improvements, and the implementation of new ideas. Efficiencies and improvements are regularly implemented, streamlining the process and providing measurable cost savings.	Diverse framework team celebrate different ideas and support one another in idea development. Workshops used to discuss, evaluate benefits and to implement the best ideas. All ideas are assessed for practicality and those that are implemented can evidence positive and measurable impacts. There is a considerable and focussed effort to implement

	including gap analysis.				improvements to the Framework processes by providing the framework teams with people with new skillsets and diverse perspectives.
	Measurement, defining a baseline and objectives	Does not meet requirements set out in level 1	A baseline of Routemap performance for each Client / Project can be established and compared to others	A baseline of performance has been established and each Routemap client / project has objectives aligned to the improvement of the factors highlighted in the assessment.	A dashboard / report on the data has been provided which shows the data in high level trends and provides substantiation for these trends in the granular detail.
	Central hub of information and best practice, driving improvements for the whole industry	Does not meet requirements set out in level 1	Best practice is logged and presented back to government in reports / dashboards / summaries.	Results are meticulously reviewed and best practice and lessons learnt extracted and used as content for learning materials which are utilised across the industry.	The central hub of routemap information is anonymised and presented in an easy to follow format for the whole industry to use as the source of best practice and step by step walk through with evidence and examples of best case scenarios.
Assurance and Advisory	<p>Framework staff will have the relevant qualifications and experience to deliver the contract and be able to provide expertise in their relevant field.</p> <p>Developing an effective team. Skills and knowledge transfer via embedding the right personnel into the project. Personnel will be matched to each Project Initiation Routemap exercise and will have the relevant expertise and skills. The number, grade and approach of personnel can be flexed to meet the needs of the team. Developing an effective team.</p>	<p>Does not meet requirements set out in level 1</p> <p>Does not meet requirements set out in level 1</p>	<p>Framework team members are of sufficient capabilities, have relevant experience and can 'hit the ground running' on the framework. Comprehensive handovers are provided for any new / replacement staff.</p> <p>Schedule of regular routemap training and lessons learnt is in place. The skills, expertise and resources required to undertake Project Initiation Routemap assessments for projects of varying complexity, scale and sector have been defined and are used as a baseline to set up the routemap team. Each routemap exercise is assessed separately to understand the requirements in terms of expertise, number of resources and the routemap approach. Teams are assembled to best fulfil the requirements of the specific routemap exercise.</p>	<p>Training materials are developed and made available for other suppliers on the framework to induct new members. Capability is assessed regularly to ensure that all team members continue to have relevant skills. Members track their L&D and have objectives aligned to the successful delivery of the Framework.</p> <p>Clients and other framework operators participate in the training and lessons learnt workshops. A baseline of performance for each role has been established these are used to assess the capability of the team members before they undertake a routemap exercise. Any lack of skills or experience is addressed through replacement, supervision, training or shadowing. Cognisance is taken of how the individuals work within teams and the make-up of an effective team. The team assigned provide the right balance in terms of quality and cost effectiveness and numbers flex as required.</p>	<p>Regular capability assessments of all staff, proactive engagement with experts in their parent company and across the industry. Develop training materials collaboratively with other suppliers on the framework and work together to induct new members from other suppliers. Members have an active role in industry best practice institutions and movements eg BRE, CE, ICE etc. Content / working practices resulting from the training and lessons learnt is of such quality that it is published as a news item in an industry magazine/ given a Nationally recognised award. All team members have been mapped against a performance baseline which is updated in real time (automatically) with live data and information. Routemap teams are made up from the framework based on complimentary skills, experience and previous feedback irrespective of their parent company. There is a continuous schedule of training being implemented to ensure resources are sufficiently experienced.</p>
LOT1 ONLY Academic expertise	Identification of relevant academic research and relevant methods of assessing complexity of	Does not meet requirements set out in level 1	The framework team can effectively implement a comprehensive complexity assessment. Relevant academic research is applied to cover all work types.	The results from the complexity assessments are assessed in context of the information and results gathered to contribute to the performance baseline and inform the team selections for the next assessments. Academic research is	Academic insight into project set up has revolutionised the industry and project initiation. Learning and helpful information and case studies are available for all to utilise, regardless of project size, location or other parameter.

	a project initiation routemap exercise.			commissioned based on the requirements of the routemap exercises.	
LOT2 ONLY Professional conduct	Providing a professional and trusted service to the Framework teams, providing the personal and business skills to address difficult issues and offer constructive criticism to senior stakeholders.	Does not meet requirements set out in level 1	Professional skills in the front facing personnel are sufficient to be able to address difficult and politically sensitive issues directly, with consideration for the recipient's role, influence and responsibilities. Services to be provided under Call Off Agreements to the satisfaction of Contracting Authorities	Clients feel supported and respected; the information and constructive criticism is delivered in a productive and positive manner along with a suitable action plan and they feel empowered to implement the changes without judgement.	The framework team provides engagement, professional conduct and development opportunities to their staff and others on the framework. Teams or individuals have been nominated for an industry award by a Client for their professional and considered approach to the implementation of the framework services.
LOT3 ONLY Market knowledge	Playing a proactive market investigation role, providing advice to the project teams	Does not meet requirements set out in level 1	Utilising the full capability of your extended team and expert reach-back to source the latest knowledge and innovative thinking. Regular meetings to identify areas of improvement and action.	Market engagement sessions, proactive engagement events with the extended supply chain, clients and consultants. Reviewing cutting edge research in project set up, adapting for our needs and applying these innovations to improve the Framework Services.	Leading the project, finding answers, delivering options and new innovative ideas from outside the industry and finding applications within the Construction industry. Driving cutting edge research, working with the Academic framework teams to enable further research into relevant subjects.
How could we improve the KPIs above?					
Do you have any feedback, shared best practice or relevant observations for the other Framework Operators?					
Are you aware of any risks to our programme?					
How could we take proactive action to mitigate these risks?					

FRAMEWORK SCHEDULE 3: FRAMEWORK PRICES AND CHARGING STRUCTURE

2. DEFINITIONS

2.1 The following terms used in this Framework Schedule 3 shall have the following meanings:

"Reimbursable Expenses"

means reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Contracting Authority's expenses policy current from time to time, but not including:

- a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Contracting Authority otherwise agrees in advance in writing; and
- b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;

"Supporting Documentation"

means sufficient information in writing to enable the Contracting Authority reasonably to assess whether the Charges, Reimbursable Expenses (as referred to in paragraph 5 to this Framework Schedule 3 (Reimbursable Expenses) and other sums due from the Contracting Authority under a Call Off Agreement detailed in the information are properly payable.

3. GENERAL PROVISIONS

3.1 The Framework Prices set out in Annex 3 to this Framework Schedule 3 are the maximum that the Supplier may charge pursuant to any Call Off Agreement.

3.2 The Supplier acknowledges and agrees that any prices submitted in relation to a further competition held in accordance with Framework Schedule 5 (Call Off Procedure) shall be equal to or lower than the Framework Prices.

3.3 The Supplier acknowledges and agrees that, subject to paragraph 7 of this Framework Schedule 3 (Adjustment of the Framework Prices), the Framework Prices cannot be increased during the Framework Period.

4. PRICING MECHANISM FOR THE CALCULATION OF FRAMEWORK PRICES

- 4.1 Framework Prices shall be calculated using the pricing mechanism specified in Annex 1 to this Framework Schedule 3 and on the basis of the rates and prices specified in Annex 2 to this Framework Schedule 3, as more particularly set out in this Framework Schedule 3.
- 4.2 Table 1 of Annex 1 sets out which pricing mechanism shall be used to calculate each Framework Price, which shall be one or more of the following:
 - 4.2.1 NOT USED
 - 4.2.2 The day rates set out in Table 1 of Annex 2 shall be subject to increase by way of Indexation.
- 4.3 NOT USED

5. COSTS AND EXPENSES

- 5.1 Except as expressly set out in paragraph 6 of this Framework Schedule 3 (Reimbursable Expenses), the Framework Prices shall include all costs and expenses relating to the Services provided to Contracting Authorities and/or the Suppliers performance of its obligations under any Call Off Agreements and no further amounts shall be payable by a Contracting Authority to the Supplier in respect of such performance, including in respect of matters such as:
 - 5.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
 - 5.1.2 any amount for any services provided or costs incurred by the Supplier prior to the commencement date of any Call Off Agreement.

6. REIMBURSABLE EXPENSES

- 6.1 Where Services are to be provided to Contracting Authorities under any Call Off Agreement on the basis of Framework Prices submitted by the Supplier to the Authority using the Time and Materials pricing mechanism, the Supplier shall be entitled to be reimbursed by the Contracting Authorities for Reimbursable Expenses (in addition to being paid the relevant Charges under the respective Call Off Agreements), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Contracting Authorities shall provide a copy of their current expenses policy to the Supplier upon request.

7. ADJUSTMENT OF THE FRAMEWORK PRICES

- 7.1 The Framework Prices shall only be varied:
 - 7.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Framework Prices in accordance with Clause 19.2 of this Framework Agreement (Legislative Change);
 - 7.1.2 where all or part of the Framework Prices are reviewed and reduced in accordance with Framework Schedule 12 (Continuous Improvement and Benchmarking);

- 7.1.3 where all or part of the Framework Prices are reviewed and reduced in accordance with paragraph 7 of this Framework Schedule 3 (Supplier Periodic Assessment of Framework Prices);
 - 7.1.4 where a review and increase of Framework Prices is requested by the Supplier and Approved, in accordance with the provisions of paragraph 8 of this Framework Schedule 3 (Supplier Request For Increase Of The Framework Prices); or
- 7.2 Subject to paragraphs 7.1.1 to 7.1.3 of this Framework Schedule, the Framework Prices will remain fixed for the first two (2) Contract Years.

8. SUPPLIER PERIODIC ASSESSMENT OF FRAMEWORK PRICES

- 8.1 Every six (6) Months during the Framework Period, the Supplier shall assess the level of the Framework Prices to consider whether it is able to reduce them.
- 8.2 Such assessments by the Supplier under paragraph 8.1 shall be carried out on 1 May and 1 December in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Framework Prices it shall promptly notify the Authority in writing and such reduction shall be implemented in accordance with paragraph 11.1.2 below.

9. SUPPLIER REQUEST FOR INCREASE OF THE FRAMEWORK PRICES

- 9.1 The Supplier may request an increase in all or part of the Framework Prices in accordance with the remaining provisions of this paragraph 9 subject always to:
 - 9.1.1 the Suppliers request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Framework Prices ("Review Adjustment Date") which shall be subject to paragraph 9.2;
 - 9.1.2 the Approval of the Contracting Authority which shall be granted in the Contracting Authority's sole discretion.
- 9.2 The earliest Review Adjustment Date will be the first (1st) Working Day following the expiry of the period specified in paragraph 6.2 of this Framework Agreement during which the Contract Charges shall remain fixed (and no review under this paragraph 8 is permitted). Thereafter any subsequent increase to any of the Framework Prices in accordance with this paragraph 9 shall not occur before the anniversary of the previous Review Adjustment Date during the Framework Period.
- 9.3 To make a request for an increase in some or all of the Framework Prices in accordance with this paragraph 9, the Supplier shall provide the Contracting Authority with:
 - 9.3.1 a list of the Framework Prices it wishes to review;
 - 9.3.2 for each of the Framework Prices under review, written evidence of the justification for the requested increase including:
 - (a) a breakdown of the profit and cost components that comprise the relevant Framework Price;

- (b) details of the movement in the different identified cost components of the relevant Framework Price;
- (c) reasons for the movement in the different identified cost components of the relevant Framework Price;
- (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
- (e) evidence that the Suppliers profit component of the relevant Framework Price is no greater than that applying to Framework Prices using the same pricing mechanism as at the Framework Commencement Date.

10. NOT USED

11. IMPLEMENTATION OF ADJUSTED FRAMEWORK PRICES

11.1 Variations in accordance with the provisions of this Framework Schedule 3 to all or part the Framework Prices (as the case may be) shall be made by the Contracting Authority to take effect:

11.1.1 in accordance with Clause 19.2 (Legislative Change) where an adjustment to the Framework Prices is made in accordance with paragraph 7.1.1 of this Framework Schedule;

11.1.2 in accordance with paragraph 3.3.3 and 4.8 of Framework Schedule 12 (Continuous Improvement and Benchmarking) where an adjustment to the Framework Prices is made in accordance with paragraph 6.1.2 of this Framework Schedule 3; or

11.1.3 on [1 June] for assessments made on 1 May and on 1 January for assessments made on 1 December where an adjustment to the Framework Prices is made in accordance with paragraph 7.1.3 of this Framework Schedule 3 ; or

11.1.4 on the Review Adjustment Date where an adjustment to the Framework Prices is made in accordance with paragraph 7.1.4 of this Framework Schedule 3.

11.1.5 NOT USED

and the Parties shall amend the Framework Prices shown in Annex 3 to this Framework Schedule 3 to reflect such variations.

12. CHARGES UNDER CALL OFF AGREEMENTS

12.1 For the avoidance of doubt any change to the Framework Prices implemented pursuant to this Framework Schedule 3 are made independently of, and, subject always to paragraphs 3.1 and 3.2 of this Framework Schedule 3 and shall not affect the Charges payable by a Contracting Authority under a Call Off Agreement in force at the time a change to the Framework Prices is implemented.

12.2 Any variation to the Charges payable under a Call Off Agreement must be agreed between the Supplier and the relevant Contracting Authority and implemented in accordance with the provisions applicable to the Call Off Agreement.

13. E-COMMERCE TRANSACTIONS WITH CENTRAL GOVERNMENT BODIES

- 13.1 The Supplier acknowledges and agrees that the Government's wide strategy of 'Digital by Default' (<https://www.gov.uk/government/publications/government-digital-strategy>) endorses a commitment to implement e-commerce systems, including, for example, purchase-to-pay (P2P) automated systems, as the preferred transacting model for all Government's purchasing transactions. The intent is to migrate, wherever practically possible, all Government's purchasing to an e-commerce environment.
- 13.2 The Supplier acknowledges and agrees that when contracting with Central Government Bodies, the latter may use a specific e-commerce application and the Supplier shall be required to comply with the relevant requirements set out by the relevant Central Government Body in their Statement of Requirements during the Further Competition Procedure and/or terms of the relevant Call Off Agreement.

ANNEX 1: NOT USED

ANNEX 2: RATES AND PRICES

TABLE 1: SUPPLIER PERSONNEL RATE CARD FOR CALCULATION OF TIME AND MATERIALS FRAMEWORK PRICES

Staff Grade	Day Rate

ANNEX 3: FRAMEWORK PRICES

[REDACTED]

FRAMEWORK SCHEDULE 4: TEMPLATE ORDER FORM AND TEMPLATE CALL OFF TERMS

ANNEX 1: TEMPLATE ORDER FORM



Attachment 16 - Call
Off Agreement Versio

ANNEX 2: TEMPLATE CALL OFF TERMS

FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE

1. AWARD PROCEDURE

1.1 If the Contracting Authority or any Other Contracting Authority decides to source the Services through this Framework Agreement then it will award its Services Requirements in accordance with the procedure in this Framework Schedule 5 (Call Off Procedure) and the requirements of the Regulations and the Guidance. For the purposes of this Framework Schedule 5, “**Guidance**” shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.

1.2 If a Contracting Authority can determine that:

1.2.1 its Services Requirements can be met by the Framework Suppliers catalogues and description of the Services as set out in Framework Schedule 2 (Services and Key Performance Indicators); and

1.2.2 all of the terms of the proposed Call Off Agreement are laid down in this Framework Agreement and the Template Call Off Terms do not require amendment or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Template Call Off Terms);

then the Contracting Authority may award a Call Off Agreement in accordance with the procedure set out in paragraph 2 below.

1.3 If all of the terms of the proposed Call Off Agreement are not laid down in this Framework Agreement and a Contracting Authority:

1.3.1 requires the Supplier to develop proposals or a solution in respect of such Contracting Authority’s Services Requirements; and/or

1.3.2 needs to amend or refine the Template Call Off Terms to reflect its Services Requirements to the extent permitted by and in accordance with the Regulations and Guidance;

then the Contracting Authority shall award a Call Off Agreement in accordance with the Further Competition Procedure set out in paragraph 3 below.

2. DIRECT ORDERING WITHOUT A FURTHER COMPETITION

2.1 Subject to paragraph 1.2 above any Contracting Authority awarding a Call Off Agreement under this Framework Agreement without holding a further competition shall:

2.1.1 develop a clear Statement of Requirements;

2.1.2 apply the Direct Award Criteria to the Framework Suppliers catalogues and description of the Services as set out in Framework Schedule 2 (Services and Key Performance Indicators) for all Suppliers capable of meeting the Statement of Requirements in order to establish which of the Framework Suppliers provides the most economically advantageous solution; and

- 2.1.3 on the basis set out above, award the Call Off Agreement with the successful Framework Supplier in accordance with paragraph 7 below.

3. FURTHER COMPETITION PROCEDURE

Contracting Authority's Obligations

- 3.1 Any Contracting Authority awarding a Call Off Agreement under this Framework Agreement through a Further Competition Procedure shall:
- 3.1.1 develop a Statement of Requirements setting out its requirements for the Services and identify the Framework Suppliers capable of supplying the Services;
 - 3.1.2 amend or refine the Template Call Off Form and Template Call Off Terms to reflect its Services Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
 - 3.1.3 invite tenders by conducting a Further Competition Procedure for its Services Requirements in accordance with the Regulations and Guidance and in particular:
 - 3.1.4 apply the Further Competition Award Criteria to the Framework Suppliers compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call Off Agreement for its Services Requirements;
 - 3.1.5 on the basis set out above, award its Call Off Agreement to the successful Framework Supplier in accordance with paragraph 7 which Call Off Agreement shall:
 - (a) state the Services Requirements;
 - (b) state the tender submitted by the successful Framework Supplier;
 - (c) state the charges payable for the Services Requirements in accordance with the tender submitted by the successful Framework Supplier; and
 - (d) incorporate the Template Call Off Form and Template Call Off Terms (as may be amended or refined by the Contracting Authority in accordance with paragraph 3.1.2 above) applicable to the Services,
 - 3.1.6 provide unsuccessful Framework Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

The Suppliers Obligations

- 3.2 The Supplier shall in writing, by the time and date specified by the Contracting Authority following an invitation to tender pursuant to paragraph 3.1.3 above, provide the Contracting Authority with either:
- 3.2.1 a statement to the effect that it does not wish to tender in relation to the relevant Services Requirements; or

- 3.2.2 the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:
- (a) an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
 - (b) a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
 - (c) a proposal covering the Services Requirements.
 - (d) CVs of key personnel – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels;] and
 - (e) confirmation of discounts applicable to the Services, as referenced in Framework Schedule 3 (Framework Prices and Charging Structure).
- 3.2.3 The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall be based on the Charging Structure and take into account any discount to which the Contracting Authority may be entitled as set out in Framework Schedule 3 (Framework Prices and Charging Structure).
- 3.2.4 The Supplier agrees that:
- (a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Contracting Authority for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Contracting Authority in accordance with the Call Off Procedure); and
 - (b) all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
 - (i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
 - (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

4. NOT USED

5. NO AWARD

- 5.1 Notwithstanding the fact that the Contracting Authority has followed a procedure as set out above in paragraph 2 or 3 (as applicable), the Contracting Authority shall be entitled at all times to decline to make an award for its Services Requirements. Nothing in this Framework Agreement shall oblige any Contracting Authority to award any Call Off Agreement.

6. RESPONSIBILITY FOR AWARDS

- 6.1 The Supplier acknowledges that each Contracting Authority is independently responsible for the conduct of its award of Call Off Agreements under this Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:
- 6.1.1 the conduct of Other Contracting Authorities in relation to this Framework Agreement; or
 - 6.1.2 the performance or non-performance of any Call Off Agreements between the Supplier and Other Contracting Authorities entered into pursuant to this Framework Agreement.

7. CALL OFF AWARD PROCEDURE

- 7.1 Subject to paragraphs 1 to 6 above, a Contracting Authority may award a Call Off Agreement with the Supplier by sending (including electronically) a signed Order Form substantially in the form (as may be amended or refined by the Contracting Authority in accordance with paragraph 3.1.2 above) of the Template Order Form set out in Framework Schedule 4 (Template Order Form and Template Call Off Terms). The Parties agree that any document or communication (including any document or communication in the apparent form of a Call Off Agreement) which is not as described in this paragraph 7 shall not constitute a Call Off Agreement under this Framework Agreement.
- 7.2 On receipt of an Order Form as described in paragraph 7.1 from a Contracting Authority the Supplier shall accept the Call Off Agreement by promptly signing and returning (including by electronic means) a copy of the Order Form to the Contracting Authority concerned.
- 7.3 On receipt of the signed Order form from the Supplier, the Contracting Authority shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and a Call Off Agreement shall be formed.

FRAMEWORK SCHEDULE 6: AWARD CRITERIA

1. GENERAL

- 1.1 This Framework Schedule 6 is designed to assist Contracting Authorities seeking to award a Call Off Agreement on the basis of direct award or through reopening competition under a Further Competition Procedure in accordance with the Call Off Procedure.
- 1.2 A Call Off Agreement shall be awarded on the basis of most economically advantageous tender ("MEAT") from the point of view of the Contracting Authority.
- 1.3 This Framework Schedule 6 includes details of the evaluation criteria and any weightings that will be applied to that criteria.

PART A: DIRECT AWARD – FOR ALL LOTS

1. The following criteria and weightings shall be applied to the Framework Suppliers compliant tenders submitted through direct award.

Criteria Number	Criteria - ranked in order of importance	Percentage Weightings (or rank order of importance where applicable) - to be set by the Contracting Authority conducting the direct award
1	Price (life cycle costs, cost effectiveness & price; price and running costs)	60%
2	Quality (including delivery time, sales service, accessories, service fitness for purpose)	40%

PART B: FURTHER COMPETITION AWARD CRITERIA – NOT USED

FRAMEWORK SCHEDULE 7: KEY SUB-CONTRACTORS

1. In accordance with Clause 25.1 (Appointment of Key Sub-Contractors), the Supplier is entitled to sub-contract its obligations under this Framework Agreement and any Call Off Agreements entered into pursuant to this Framework Agreement, to the Key Sub-Contractors listed below.

Name and Full Contact Details	Obligation
[REDACTED]	[REDACTED]

FRAMEWORK SCHEDULE 8: FRAMEWORK MANAGEMENT

1. INTRODUCTION

1.1 The following definitions shall apply in addition to the definitions contained in the Framework Schedule 1 (Definitions):

"Supplier Framework Manager" has the meaning given to it in paragraph 2.1.1 of this Framework Schedule 8; and

"Supplier Review Meetings" has the meaning given to it in paragraph 2.2.1 of this Framework Schedule 8.

1.2 The successful delivery of this Framework Agreement will rely on the ability of the Supplier and the Authority in developing a strategic relationship immediately following the conclusion of this Framework Agreement with the Supplier and maintaining this relationship throughout the Framework Period.

1.3 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the Contracting Authority.

1.4 This Framework Schedule 8 outlines the general structures and management activities that the Parties shall follow during the Framework Period.

2. FRAMEWORK MANAGEMENT

2.1 Framework Management Structure:

2.1.1 The Supplier shall provide a suitably qualified nominated contact (the **"Supplier Framework Manager"**) who will take overall responsibility for delivering the Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.

2.1.2 The Supplier shall put in place a structure to manage the Framework in accordance with Framework Schedule 2 (Services and Key Performance Indicators).

2.1.3 A full governance structure for the Framework will be agreed between the Parties during the Framework Agreement implementation stage.

2.1.4 Following discussions between the Parties following the Framework Commencement Date, the Contracting Authority shall produce and issue to the Supplier a draft Supplier Action Plan. The Supplier shall not unreasonably withhold its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall, unless the Contracting Authority otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.

2.1.5 The Supplier Action Plan shall be maintained and updated on an ongoing basis by the Contracting Authority. Any changes to the Supplier Action Plan shall be notified by the Contracting Authority to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless the Contracting Authority otherwise Approves,

be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the Contracting Authority's notification.

2.2 Supplier Review Meetings

- 2.2.1 Regular performance review meetings will take place at the Contracting Authority's premises throughout the Framework Period and thereafter until the Framework Expiry Date ("Supplier Review Meetings").
- 2.2.2 The exact timings and frequencies of such Supplier Review Meetings will be determined by the Contracting Authority following the conclusion of the Framework Agreement. It is anticipated that the frequency of the Supplier Review Meetings will be once every month or less. The Parties shall be flexible about the timings of these meetings.
- 2.2.3 The purpose of the Supplier Review Meetings will be to review the Suppliers performance under this Framework Agreement and, where applicable, the Suppliers adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by the Contracting Authority and communicated to the Supplier in advance of that meeting.
- 2.2.4 The Supplier Review Meetings shall be attended, as a minimum, by the Contracting Authority Representative(s) and the Supplier Framework Manager.

3. KEY PERFORMANCE INDICATORS

- 3.1 The KPIs applicable to this Framework Agreement are set out in Framework Schedule 2 (Services and Key Performance Indicators).
- 3.2 The Supplier shall establish processes to monitor its performance against the agreed KPIs. The Supplier shall at all times ensure compliance with the standards set by the KPIs.
- 3.3 The Contracting Authority shall review progress against these KPIs to evaluate the effectiveness and efficiency of which the Supplier performs its obligations to fulfil this Framework Agreement.
- 3.4 The Suppliers achievement of KPIs shall be reviewed during the Supplier Review Meetings, in accordance with paragraph 2.2 above, and the review and ongoing monitoring of KPIs will form a key part of the framework management process as outlined in this Framework Schedule 8.
- 3.5 The Contracting Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Contracting Authority and the Supplier.
- 3.6 The Contracting Authority reserves the right to use and publish the performance of the Supplier against the KPIs without restriction.

4. EFFICIENCY TRACKING PERFORMANCE MEASURES

- 4.1 The Supplier shall cooperate in good faith with the Contracting Authority to develop efficiency tracking performance measures for this Framework Agreement. This shall include but is not limited to:

- 4.1.1 tracking reductions in product volumes and product costs, in order to demonstrate that Contracting Authorities are consuming less and buying more smartly;
- 4.1.2 developing additional KPIs to ensure that the Framework Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 4.2 The list in paragraph 4.1 is not exhaustive and may be developed during the Framework Period.
- 4.3 The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Authority and the Supplier. Such metrics shall be incorporated into the list of KPIs set out in Framework Schedule 2 (Services and Key Performance Indicators).
- 4.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Framework Schedule 8.

5. ESCALATION PROCEDURE

- 5.1 In the event that the Contracting Authority and the Supplier are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to the Contracting Authority Representative and the Supplier Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 5.2 In cases where the Contracting Authority Representative and the Supplier Representative fail to reach a solution within a reasonable period of time, the matter shall be dealt with in accordance with the procedure set out in Clause 48 (Dispute Resolution).

FRAMEWORK SCHEDULE 9: MANAGEMENT INFORMATION

1. GENERAL REQUIREMENTS

- 1.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Contracting Authority in accordance with the provisions of this Framework Schedule 9.
- 1.2 The Supplier shall also supply such Management Information as may be required by a Contracting Authority in accordance with the terms of a Call Off Agreement.

2. MANAGEMENT INFORMATION AND FORMAT

- 2.1 The Supplier agrees to provide timely, full, accurate and complete MI Reports to the Contracting Authority which incorporates the data, in the correct format, required by the MI Reporting Template. The initial MI Reporting Template is set out in the Annex to this Framework Schedule 9.
- 2.2 The Contracting Authority may from time to time make changes to the MI Reporting Template including to the data required or format of the report and issue a replacement version of the MI Reporting Template to the Supplier. The Contracting Authority shall give notice in writing of any such change to the MI Reporting Template and shall specify the date from which the replacement MI Reporting Template must be used for future MI Reports which date shall be at least thirty (30) calendar days following the date of the notice.
- 2.3 If the MI Reporting Template is amended by the Contracting Authority at any time, then the Supplier agrees to provide all future MI Reports in accordance with the most recent MI Reporting Template issued by the Contracting Authority.
- 2.4 The Contracting Authority may provide the Supplier with supplemental guidance for completing the MI Reporting Template or submitting MI Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Supplier agrees to complete the Monthly MI Report in accordance with any such guidance.
- 2.5 The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of the Contracting Authority.
- 2.6 The Contracting Authority shall have the right from time to time (on reasonable written notice) to amend the nature of the Management Information which the Supplier is required to supply to the Contracting Authority.

3. FREQUENCY AND COVERAGE

- 3.1 All MI Reports must be completed by the Supplier using the MI Reporting Template and returned to the Contracting Authority on or prior to the Reporting Date every Month during the Framework Period and thereafter, until all transactions relating to Call Off Agreements have permanently ceased.
- 3.2 The MI Report should be used (among other things) to report Orders received and transactions occurring during the Month to which the MI Report relates, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the

Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once when the Order is received.

- 3.3 The Supplier must return the MI Report for each Month even where there are no transactions to report in the relevant Month (a "Nil Return").
- 3.4 The Supplier must inform the Contracting Authority of any errors or corrections to the Management Information:
 - 3.4.1 in the next MI Report due immediately following discovery of the error by the Supplier; or
 - 3.4.2 as a result of the Contracting Authority querying any data contained in an MI Report.

4. SUBMISSION OF THE MONTHLY MI REPORT

- 4.1 The completed MI Report shall be completed electronically and returned to the Contracting Authority by email to the Framework manager. The full details will be provided to the successful suppliers.
- 4.2 The Contracting Authority reserves the right (acting reasonably) to specify that the MI Report be submitted by the Supplier using an alternative communication to that specified in paragraph 4.1 above such as email. The Supplier agrees to comply with any such instructions provided they do not materially increase the burden on the Supplier.

5. DEFECTIVE MANAGEMENT INFORMATION

- 5.1 The Supplier acknowledges that it is essential that the Contracting Authority receives timely and accurate Management Information pursuant to this Framework Agreement because Management Information is used by the Contracting Authority to inform strategic decision making and allows it to calculate the Call Off Agreement Charge.
- 5.2 Following an MI Failure the Contracting Authority may issue reminders to the Supplier or require the Supplier to rectify defects in the MI Report provided to the Contracting Authority. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

- 5.3 The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of the Contracting Authority (without prejudice to any other rights the Contracting Authority may have). If the Contracting Authority requests such a meeting the Supplier shall propose measures to ensure that the MI Failures are rectified and do not occur in the future. The Parties shall document these measures and continue to monitor the Suppliers performance.

Admin Fees

- 5.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that the Contracting Authority shall have the right to invoice the Supplier Admin Fees and (subject to paragraph 5.5) in respect of any MI Failures as they arise in subsequent Months.

5.5 If, following activation of the Contracting Authority's right to charge Admin Fee(s) in respect of MI Failures pursuant to paragraph 5.4, the Supplier submits the Monthly MI Report for two (2) consecutive Months and no MI Failure occurs then the right to charge the Admin Fee(s) shall lapse. For the avoidance of doubt the Contracting Authority shall not be prevented from exercising such right again during the Framework Period if the conditions in paragraph 5.4 are met.

5.6 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by the Contracting Authority as a result of the Supplier failing to supply Management Information as required by this Framework Agreement.

5.7 NOT USED

6. NOT USED

ANNEX 1: MI REPORTING TEMPLATE



Attachment 20 -
Management Informa

FRAMEWORK SCHEDULE 10: ANNUAL SELF AUDIT CERTIFICATE

[To be signed by Head of Internal Audit, Finance Director or company's external auditor]

[Guidance Note: Please seek guidance from the CCS audit team in relation to this point]

Dear Sirs

In accordance with the Framework Agreement entered into on [insert Framework Commencement Date dd/mm/yyyy] between [insert name of Supplier] and the Authority, we confirm the following:

1. In our opinion based on the testing undertaken [name of Supplier] has in place suitable systems for identifying and recording the transactions taking place under the provisions of the above Framework Agreement.
2. We have tested the systems for identifying and reporting on framework activity and found them to be operating satisfactorily.
3. We have tested a sample of [] [insert number of sample transactions tested] Orders and related invoices during our audit for the financial year ended [insert financial year] and confirm that they are correct and in accordance with the terms and conditions of the Framework Agreement.
4. We have tested from the order processing and invoicing systems a sample of [] [Insert number of sample transactions tested] public sector Orders placed outside the Framework Agreement during our audit for the financial year ended [insert financial year] and confirm they have been identified correctly as Orders placed outside the Framework Agreement, an appropriate and legitimately tendered procurement route has been used to place those Orders, and those Orders should not otherwise have been routed via centralised and mandated procurement processes executed by the Authority.
5. We have also attached an Audit Report which provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

[Guidance Note: see Clause 18 (Records, Audit Access and Open Book Data) for details of what is required]

Name:.....

Signed:.....

Head of Internal Audit/ Finance Director/ External Audit firm (delete as applicable)

Date:.....

Professional Qualification held by Signatory:.....

Note to Suppliers: where CCS identifies independently that data accuracy supporting this certificate is flawed we will consider action on a case by case basis, and in some cases where the issues identified are clearly systemic we will consider whether this behaviour goes beyond poor commercial practice and will seek further guidance from the GLD.

FRAMEWORK SCHEDULE 11: MARKETING

1. INTRODUCTION

- 1.1 This Framework Schedule 11 describes the activities that the Supplier will carry out as part of its ongoing commitment to the marketing of the Services to Contracting Authorities.

2. MARKETING

- 2.1 Marketing contact details:
 - 2.1.1 [REDACTED]
 - 2.1.2 [REDACTED]
 - 2.1.3 Tel. [REDACTED] Email. [REDACTED]

3. CONTRACTING AUTHORITY PUBLICATIONS

- 3.1 The Contracting Authority will periodically update and revise marketing materials. The Supplier shall supply current information for inclusion in such marketing materials when required by the Contracting Authority.
- 3.2 Such information shall be provided in the form of a completed template, supplied by the Authority together with the instruction for completion and the date for its return.
- 3.3 Failure to comply with the provisions of paragraphs 3.1 and 3.2 may result in the Suppliers exclusion from the use of such marketing materials.

4. SUPPLIER PUBLICATIONS

- 4.1 Any marketing materials in relation to this Framework Agreement that the Supplier produces must comply in all respects with the Branding Guidance. The Supplier will periodically update and revise such marketing materials.
- 4.2 The Supplier shall be responsible for keeping under review the content of any information which appears on the Suppliers website and which relates to this Framework Agreement and ensuring that such information is kept up to date at all times.

FRAMEWORK SCHEDULE 12: CONTINUOUS IMPROVEMENT AND BENCHMARKING

1. DEFINITIONS

1.1 In this Framework Schedule 12, the following expressions shall have the following meanings:

"Benchmarked Rates"	means the Framework Prices for the Benchmark Services
"Benchmark Review"	means a review of the Services carried out in accordance with this Framework Schedule 12 to determine whether those Services represent Good Value
"Benchmarked Services"	means any Services included within the scope of a Benchmark Review pursuant to this Framework Schedule 12
"Comparable Rates"	means rates payable by the Comparison Group for Comparable Services that can be fairly compared with the Framework Prices
"Comparable Supply"	means the supply of Services to another customer of the Supplier that are the same or similar to the Services
"Comparable Services"	means Services that are identical or materially similar to the Benchmark Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Services exist in the market, the Supplier shall propose an approach for developing a comparable Services benchmark
"Comparison Group"	means a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations
"Equivalent Data"	means data derived from an analysis of the Comparable Rates and/or the Comparable Services (as applicable) provided by the Comparison Group
"Good Value"	means that the Benchmark Rates are within the Upper Quartile
"Upper Quartile"	means, in respect of Benchmark Rates, that based on an analysis of Equivalent Data, the Benchmark Rates, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money for the recipients of Comparable Services.

2. BACKGROUND

- 2.1 The Supplier acknowledges that the Contracting Authority wishes to ensure that the Services, represent value for money to the taxpayer throughout the Framework Period.
- 2.2 This Framework Schedule 12 (Continuous Improvement and Benchmarking) sets out the following processes to ensure this Framework Agreement represents value for money throughout the Framework Period and subsequently while any Call Off Agreements remain in force:
 - 2.2.1 Benchmarking;
 - 2.2.2 Continuous Improvement;

3. BENCHMARKING

3.1 Frequency Purpose and Scope of Benchmark Review

- 3.1.1 The Supplier shall carry out Benchmark Reviews of the Services when so requested by the Contracting Authority.
- 3.1.2 The Contracting Authority shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Framework Commencement Date nor at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Services are, individually and/or as a whole, Good Value.
- 3.1.4 The Services that are to be the Benchmarked Services will be identified by the Contracting Authority in writing.

3.2 Benchmarking Process

- 3.2.1 The Supplier shall produce and send to the Contracting Authority for Approval, a draft plan for the Benchmark Review.
- 3.2.2 The plan must include:
 - (a) a proposed timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used;
 - (c) a description that demonstrates objectively and transparently that the benchmarking methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (d) a description of how the Supplier will scope and identify the Comparison Group.
- 3.2.3 The Contracting Authority must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan. The Contracting Authority may not unreasonably withhold or delay its Approval of the draft plan and any suggested amendments must be reasonable.
- 3.2.4 Where the Contracting Authority suggests amendments to the draft plan under paragraph 3.2.3, the Supplier must produce an amended draft plan. Paragraph 3.2.2 shall apply to any amended draft plan.

- 3.2.5 Once it has received the Approval of the draft plan, the Supplier shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Suppliers professional judgment using:
 - (i) market intelligence;
 - (ii) the Suppliers own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data to calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the Supplier may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Suppliers pricing to appear non-competitive.

3.3 **Benchmarking Report:**

- 3.3.1 For the purposes of this Framework Schedule 12 “**Benchmarking Report**” shall mean the report produced by the Supplier following the Benchmark Review and as further described in this Framework Schedule 12;
- 3.3.2 The Supplier shall prepare a Benchmarking Report and deliver it to the Contracting Authority, at the time specified in the plan Approved pursuant to paragraph 3.2.3 of this Schedule 12, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Services as a whole are, Good Value;
 - (b) if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be

required to make that Benchmarked Service or the Benchmarked Services as a whole Good Value; and

- (c) include sufficient detail and transparency so that the Authority can interpret and understand how the Supplier has calculated whether or not the Benchmarked Services are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Framework Agreement identified in the Benchmarking Report may be implemented at the direction of the Contracting Authority in accordance with Clause 19.1 (Variation Procedure).

3.3.4 The Contracting Authority shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities.

4. CONTINUOUS IMPROVEMENT

4.1 The Supplier shall adopt a policy of continuous improvement in relation to the Services pursuant to which it will regularly review with the Contracting Authority the Services and the manner in which it is providing the Services with a view to reducing the Contracting Authority's costs, the costs of Contracting Authorities (including the Framework Prices) and/or improving the quality and efficiency of the Services. The Supplier and the Contracting Authority will provide to each other any information which may be relevant to assisting the objectives of continuous improvement and in particular reducing costs.

4.2 Without limiting paragraph 4.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges produced by the Supplier pursuant to this Schedule 12 under all Call Off Agreements and reducing the Framework Prices (without adversely affecting the performance of the Framework Agreement or any Call Off Agreement) during that Contract Year ("**Continuous Improvement Plan**") for the Approval of the Authority. The Continuous Improvement Plan shall include, as a minimum, proposals in respect of the following:

- 4.2.1 identifying the emergence of new and evolving technologies which could improve the Services;
- 4.2.2 identifying changes in behaviour at Contracting Authorities that result in a cost saving and a reduction in the Framework Prices;
- 4.2.3 improving the way in which the Services are sold via the Framework Agreement that may result in reduced Framework Prices;
- 4.2.4 identifying and implementing efficiencies in the Suppliers internal processes and administration that may lead to cost savings and reductions in the Framework Prices;
- 4.2.5 identifying and implementing efficiencies in the way the Authority and/or Contracting Authorities interact with the Supplier that may lead to cost savings and reductions in the Framework Prices;
- 4.2.6 identifying and implementing efficiencies in the Suppliers supply chain that may lead to cost savings and reductions in the Framework Prices;

- 4.2.7 baselining the quality of the Suppliers Services and its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Framework Period; and
 - 4.2.8 measuring and reducing the sustainability impacts of the Suppliers operations and supply-chains pertaining to the Services, and identifying opportunities to assist Contracting Authorities in meeting their sustainability objectives.
- 4.3 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Contracting Authority for Approval within ninety (90) Working Days of the first Order or six (6) Months following the Framework Commencement Date, whichever is earlier.
- 4.4 The Contracting Authority shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. Within ten (10) Working Days of receipt of the Contracting Authority's notice of rejection and of the deficiencies of the proposed Continuous Improvement Plan, the Supplier shall submit to the Contracting Authority a revised Continuous Improvement Plan reflecting the changes required. Once Approved by the Contracting Authority, the programme shall constitute the Continuous Improvement Plan for the purposes of this Agreement.
- 4.5 Once the first Continuous Improvement Plan has been Approved in accordance with paragraph 4.4:
- 4.5.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 4.5.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Contracting Authority and the Supplier) to review the Suppliers progress against the Continuous Improvement Plan.
- 4.6 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in paragraph 4.2.
- 4.7 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Framework Prices.
- 4.8 Should the Suppliers costs in providing the Services to Contracting Authorities be reduced as a result of any changes implemented by the Authority and/or Contracting Authorities, all of the cost savings shall be passed on to Contracting Authorities by way of a consequential and immediate reduction in the Framework Prices for the Services.

FRAMEWORK SCHEDULE 13: GUARANTEE – NOT USED

[Guidance Note: this is a draft form of guarantee which can be used to procure either a Framework Guarantee or a Call Off Guarantee, and so it will need to be amended to reflect the Beneficiary's requirements. See Clause 8 of the Framework Agreement and Clause 4 of the Template Call Off Terms.]

[INSERT THE NAME OF THE GUARANTOR]

- AND -

[INSERT THE NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

["Framework Agreement"]	means the Framework Agreement for the Services dated on or about the date hereof made between the Contracting Authority and the Supplier;]
["Guaranteed Agreement"]	means [the Framework Agreement] [the Call Off Agreement] made between the Beneficiary and the Supplier on [insert date];]
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
["Services"]	has the meaning given to it in the Framework Agreement;]

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or Transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of

the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
- 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
- 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Suppliers liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

- 3.1 If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had

been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

4.1.1 [Address of the Guarantor in England and Wales]

4.1.2 [Facsimile Number]

4.1.3 For the Attention of [insert details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.

4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay

- on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment,

discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

6. GUARANTOR INTENT

- 6.1 Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

7.1.1 of subrogation and indemnity;

7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Suppliers obligations; and

7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

8.1.1 exercise any rights it may have to be indemnified by the Supplier;

8.1.2 claim any contribution from any other guarantor of the Suppliers obligations under the Guaranteed Agreement;

8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;

8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or

8.1.5 claim any set-off or counterclaim against the Supplier;

- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so

received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - (c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
 - 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
 - 9.1.5 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts

(Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

- 11.1 The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

- 13.1 If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

- 14.1 A person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. GOVERNING LAW

- 15.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 15.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 15.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions

preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

- 15.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 15.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Suppliers registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print names]

Director

Director/Secretary

FRAMEWORK SCHEDULE 14: INSURANCE REQUIREMENTS

1. OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to the Contracting Authority under this Framework Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 14 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Framework Commencement Date.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Contracting Authority shall be indemnified in respect of claims made against the Contracting Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

2. GENERAL OBLIGATIONS

- 2.1 Without limiting the other provisions of this Framework Agreement, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. FAILURE TO INSURE

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Contracting Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover

the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. EVIDENCE OF POLICIES

4.1 The Supplier shall upon the Framework Commencement Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Contracting Authority, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 14. Receipt of such evidence by the Contracting Authority shall not in itself constitute acceptance by the Contracting Authority or relieve the Supplier of any of its liabilities and obligations under this Agreement.

5. AGGREGATE LIMIT OF INDEMNITY

5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

5.1.1 if a claim or claims which do not relate to this Framework Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Contracting Authority:

- (a) details of the policy concerned; and
- (b) its proposed solution for maintaining the minimum limit of indemnity specified; and

5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Framework Agreement are paid by insurers, the Supplier shall:

- (a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Framework Agreement; or
- (b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Contracting Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6. CANCELLATION

6.1 The Supplier shall notify the Contracting Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7. INSURANCE CLAIMS

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Framework Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Contracting Authority receives a claim relating to or arising out of the Services or this

Framework Agreement, the Supplier shall co-operate with the Contracting Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Contracting Authority is the claimant party, the Supplier shall give the Contracting Authority notice within twenty (20) Working Days after any insurance claim in excess of [insert sum as determined by Contracting Authority relative to its contract management requirement] relating to or arising out of the provision of the Services or this Framework Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Contracting Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Contracting Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Agreement or otherwise.

ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC LIABILITY INSURANCE

1. INSURED

1.1 The Supplier

2. INTEREST

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;

2.1.2 loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 14) and arising out of or in connection with the provision of the Services and in connection with this Framework Agreement.

3. LIMIT OF INDEMNITY

3.1 Not less than one million pounds (£1,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but one million pounds (£1,000,000) any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4. TERRITORIAL LIMITS

4.1 one million pounds (£1,000,000)

5. PERIOD OF INSURANCE

5.1 From the Framework Commencement Date for the Framework Period and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6. COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. MAXIMUM DEDUCTIBLE THRESHOLD

- 8.1 Not to exceed one million pounds (£1,000,000) for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

1.1 The Supplier

2. INTEREST

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. LIMIT OF INDEMNITY

3.1 Not less than one million pounds (£1,000,000) in respect of any one claim and in the aggregate per annum.

4. TERRITORIAL LIMITS

4.1 one million pounds (£1,000,000)

5. PERIOD OF INSURANCE

5.1 From the date of this Framework Agreement and renewable on an annual basis unless agreed otherwise by the Contracting Authority in writing (a) throughout the Framework Period or until earlier termination of this Framework Agreement and (b) for a period of 6 years thereafter.

6. COVER FEATURES AND EXTENSIONS

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Framework Agreement or retroactive date to be no later than the Framework Commencement Date.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils

7.2 Nuclear and radioactive risks

8. MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed one million pounds (£1,000,000) each and every claim.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

1. GENERAL

- 1.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

FRAMEWORK SCHEDULE 15: NOT USED

FRAMEWORK SCHEDULE 16: NOT USED

FRAMEWORK SCHEDULE 17: COMMERCIALLY SENSITIVE INFORMATION

1. INTRODUCTION

- 1.1 In this Framework Schedule 17 (Commercially Sensitive Information) the Parties have sought to identify the Suppliers Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Framework Schedule 17 applies.
- 1.3 Without prejudice to the Contracting Authority's obligation to disclose Information in accordance with FOIA or Clause 27.4 (Freedom of Information), the Contracting Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

FRAMEWORK SCHEDULE 18: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Framework Schedule 18, the following definitions shall apply:

"CEDR"	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in paragraph 6.2;
"Exception"	means a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Framework Agreement or in the supply of the Services;
"Expedited Dispute Timetable"	means the accelerated timetable for the resolution of disputes as set out in paragraph 2.6;
"Expert"	means the person appointed by the Parties in accordance with paragraph 5.2 of this Framework Schedule 18;
"Mediation Notice"	has the meaning given to it in paragraph 3.2; and
"Mediator"	means the independent third party appointed in accordance with paragraph 4.2 of this Framework Schedule 18.

2. INTRODUCTION

2.1 If a Dispute arises then:

2.1.1 the Contracting Authority Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

2.2.1 the material particulars of the Dispute;

2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6, the reason why.

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Framework Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure set out in this Framework Schedule 18.

2.4 Subject to paragraph 3.2, the Parties shall seek to resolve Disputes:

- 2.4.1 first by commercial negotiation (as prescribed in paragraph 3);
- 2.4.2 then by mediation (as prescribed in paragraph 4); and
- 2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6) or litigation (in accordance with Clause 49 (Governing Law and Jurisdiction)).

Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5) where specified under the provisions of this Framework Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 (Expert Determination).

- 2.5 In exceptional circumstances where the use of the times in this Framework Schedule 18 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Contracting Authority.
- 2.6 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Framework Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Framework Schedule 18:
 - 2.6.1 in paragraph 3.2.3, ten (10) Working Days;
 - 2.6.2 in paragraph 4.2, ten (10) Working Days;
 - 2.6.3 in paragraph 5.2, five (5) Working Days; and
 - 2.6.4 in paragraph 6.2, ten (10) Working Days.
- 2.7 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3. COMMERCIAL NEGOTIATIONS

- 3.1 Following the service of a Dispute Notice, the Contracting Authority and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Contracting Authority's representative and the Suppliers representative such discussions being commercial negotiations.
- 3.2 If:
 - 3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or
 - 3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3; or

3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a “**Mediation Notice**”) in accordance with paragraph 4.

4. MEDIATION

4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Framework Agreement.

4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.

4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the procedure for variations under Clause 16.1 (Variation Procedure) where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. EXPERT DETERMINATION

5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to an ICT technical, financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.

5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).

5.3 The Expert shall act on the following basis:

5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;

5.3.2 the Expert's determination shall (in the absence of a material failure by either Party to follow the agreed procedures) be final and binding on the Parties;

5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his/her appointment or as soon as

- reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
- 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
 - 5.3.5 the process shall be conducted in private and shall be confidential; and
 - 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6. ARBITRATION

- 6.1 The Contracting Authority may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4.
- 6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Contracting Authority of its intentions and the Contracting Authority shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "Counter Notice") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 or be subject to the jurisdiction of the courts in accordance with Clause 49 (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 6.3 If:
 - 6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 shall apply;
 - 6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 49 (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;
 - 6.3.3 the Contracting Authority does not serve a Counter Notice within the fifteen (15) Working Day period referred to in paragraph 6.2, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 or commence court proceedings in the courts in accordance with Clause 49 (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.
- 6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3, the Parties hereby confirm that:
 - 6.4.1 all disputes, issues or claims arising out of or in connection with this Framework Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA") (subject to paragraphs 6.4.5, 6.4.6 and 6.4.7);
 - 6.4.2 the arbitration shall be administered by the LCIA;
 - 6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Framework Agreement and the

decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

- 6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- 6.4.5 the chair of the arbitral tribunal shall be British;
- 6.4.6 the arbitration proceedings shall take place in London and in the English language; and
- 6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

- 7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
 - 7.1.1 for interim or interlocutory remedies in relation to this Framework Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or
 - 7.1.2 where compliance with paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

FRAMEWORK SCHEDULE 19: VARIATION FORM

Variation Form No:

.....

BETWEEN:

[insert name of Contracting Authority] ("the Contracting Authority")

and

[insert name of Supplier] ("the Supplier")

1. This Framework Agreement is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note: Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.
3. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Contracting Authority

Signature

Date

Name (in Capitals)

Address

.....
Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

FRAMEWORK SCHEDULE 20: CONDUCT OF CLAIMS

1. INDEMNITIES

- 1.1 This Schedule shall apply to the conduct by a Party from whom an indemnity is sought under this Framework Agreement or any Call Off Agreement (the “**Indemnifier**”), of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity (the “**Beneficiary**”).
- 1.2 If the Beneficiary receives any notice of any claim for which it appears that the Beneficiary is, or may become, entitled to indemnification under this Framework Agreement or any Call Off Agreement (a “**Claim**”), the Beneficiary shall give notice in writing to the Indemnifier as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.
- 1.3 Subject to Paragraph 1.5, on the giving of a notice by the Beneficiary, where it appears that the Beneficiary is or may be entitled to indemnification from the Indemnifier in respect of all (but not part only) of the liability arising out of the Claim, the Indemnifier shall (subject to providing the Beneficiary with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of the Beneficiary at the Indemnifier’s own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Indemnifier does elect to conduct the Claim, the Beneficiary shall give the Indemnifier all reasonable cooperation, access and assistance for the purposes of such Claim, and the Beneficiary shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.
- 1.4 With respect to any Claim conducted by the Indemnifier pursuant to Paragraph 1.3:
- 1.4.1 the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;
- 1.4.2 the Indemnifier shall not bring the name of the Beneficiary into disrepute;
- 1.4.3 the Indemnifier shall not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and
- 1.4.4 the Indemnifier shall conduct the Claim with all due diligence.
- 1.5 The Beneficiary shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Framework Agreement or any Call Off Agreement if:
- 1.5.1 the Indemnifier is not entitled to take conduct of the Claim in accordance with Paragraph 1.3;
- 1.5.2 the Indemnifier fails to notify the Beneficiary in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from the Beneficiary or if the Indemnifier notifies the Beneficiary in writing that it does not intend to take conduct of the Claim; or

1.5.3 the Indemnifier fails to comply in any material respect with the provisions of Paragraph 1.4.

2. RECOVERY OF SUMS

2.1 If the Indemnifier pays to the Beneficiary an amount in respect of an indemnity and the Beneficiary subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, the Beneficiary shall forthwith repay to the Indemnifier whichever the lesser is of:

2.1.1 an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary in recovering or obtaining the same; and

2.1.2 the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity.

3. MITIGATION

3.1 Each of the Contracting Authority and the Supplier shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Schedule.

FRAMEWORK SCHEDULE 21: TENDER

1. GENERAL

- 1.1 This Framework Schedule 21 sets out a copy of the Suppliers Tender including the Suppliers responses to the whole award questionnaire in accordance with section AQB1, AQ2 and AQB3 (ALL LOTS), AQC1 & AQC2 – LOT 1 ONLY, AQD1 & AQD2 – LOT 2 ONLY, AQE1 & AQE2 – LOT 3A – LOT 3H ONLY of the award questionnaire to the ITT.
- 1.2 Subject to Clauses 1.2.2 and 1.2.3, in addition to any other obligations on the Supplier under this Framework Agreement and any Call Off Agreement the Supplier shall provide the Services to Contracting Authorities in accordance with the Tender.

<p>[REDACTED]</p>	<p>[REDACTED]</p>
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FRAMEWORK SCHEDULE 22: TRANSPARENCY REPORTS

1. GENERAL

- 1.1 Within three (3) months of the **<FRAMEWORK COMMENCEMENT DATE>** the supplier shall submit to the contracting authority for approval (such approval not to be unreasonably withheld or delayed) draft transparency reports consistent with the content requirements and format set out in annex 1 of this schedule 22 below.
- 1.2 If the Contracting Authority rejects any proposed transparency report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further approval by the Contracting Authority within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the authority. This process shall be repeated until the parties have agreed versions of each transparency report.
- 1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Contracting Authority at the frequency referred to in Annex 1 of this Schedule 22 below
- 1.4 Any dispute in connection with the preparation and/or approval of Transparency Reports shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.5 The requirements in this Schedule 22 are in addition to any other reporting requirements set out in this Framework Agreement.

ANNEX 1: LIST OF TRANSPARENCY REPORTS

Title of Report	Content	Format	Frequency
[Headline Service performance]	[]	[]	[]
[Charges]	[]	[]	[]
[Key Sub-Contractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management arrangements]	[]	[]	[]