RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	VOA/2023/062
THE BUYER:	Valuation Office Agency (VOA)
BUYER ADDRESS	10 South Colonnade, London, E14 4PU
THE SUPPLIER:	Baringa Partners LLP
SUPPLIER ADDRESS:	62 Buckingham Gate, London, SW1E 6AJ, UK
REGISTRATION NUMBER:	OC303471
DUNS NUMBER:	7733291509
SID4GOV ID:	N/A

Applicable framework contract
This Order Form is for the provision of the Call-Off Deliverables and dated 04/03/2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Professional Services to Support Redefinition of VOA Programme Structures.

CALL-OFF LOT(S):
Lot 3

Call-off incorporated terms
The following documents are incorporated into this Call-Off Contract.
Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 13 (Implementation Plan and Testing part A only)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 23 (HMRC Terms)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above**.**

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

(i) specified in this Contract or
(ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements

Call-off start date: **04/03/2024**

Call-off expiry date: **03/05/2024**

Call-off initial period: 8 Weeks

CALL-OFF OPTIONAL EXTENSION PERIOD :

The Buyer retains the right to extend this call-off contract by a maximum period of 8 weeks subject to providing the Supplier with four (4) weeks' written notice.

Call-off deliverables:

Timetable	**Activities**	**Deliverables**	**Weekly Review Check Point & Sign Off By**
Activity & Deliverables **4th March to 26th April 2024**	Under this phase you will need to define & get agreement on: • Ensure there is a clear and agreed vision, purpose, methodology (across the programme lifecycle) and ways of working for the programme. • Clearly articulate how the programme will be governed and assured; set out key roles, responsibilities and capabilities within the programme, including defining the optimal PMO with the right skills and capabilities to deliver the new programme. • Create a programme Risk Potential Assessment (delivered in line with IPA standards). • Create a preliminary programme plan with a critical pathway, to include the breakdown of the delivery roadmap (as well as the technical delivery approach) for the new programme. • Create a transition plan which sets out the key phases of activity and critical milestones as we move to the new programme. • Identify priority stakeholders and agree plan to engage through transition.	• Vision, Purpose and Method Statement • Governance, Structure and Resource Approach • Risk Potential Assessment • Preliminary Programme Plan • Transition Plan • Stakeholder Engagement Plan • Commercial Plan	Project SRO, sponsor

	• Commercial plans – set out and agree a high-level approach to engaging and onboarding suppliers, aligned to the programme plan/technical roadmap for the new Programme to maximise value and integration from delivery partners.		
4th March to 26th April 2024	• Review and refine VOA work to set out what a Domestic Rating portfolio would look like, to provide a clear articulation of how a service owner would bring end-to-end perspective to service improvements; how they would interact with product owners in a DevOps environment; and how this would interact with transformation programmes that touch on the service. Set out the critical success factors for this way of working, key enablers (eg governance and resources) and key decisions required to transition to new ways of working.	• Domestic Rating Portfolio Recommendations Report	Project SRO, sponsor

Draft Deliverables are not intended to be relied upon and any reliance shall be at Buyer's own risk and without liability to Supplier. Supplier accepts no liability for errors in Services and Deliverables provided in reliance upon Client's own provided materials and data. Baringa shall not be precluded from re-using the methodologies, know-how and skills acquired in the provision of Services.

In the performance of the Services, the Supplier will rely on the following assumptions being true and the following dependencies being met and performed:

- Buyer teams will be staffed with individuals with sufficient experience required to input to Deliverables with sufficient time to meet these milestones.
- Buyer will appoint a key reviewer to sign off Deliverables at each milestone.
- When Deliverables are reviewed, any required changes should be raised as soon as possible to ensure changes can be made before final deliverables are completed.
- Buyer will provide Supplier with access to Buyer IT, buildings, documents etc required to complete the Deliverables.
- Supplier's obligation under this Call Off Contract is to perform the services

and provide the Deliverables in accordance with their specifications in this section of this Call-Off Contract . Supplier shall not be liable to meet or achieve Buyer's intended business outcomes and objectives.

Security
Short form security requirements apply as per Call-Off Schedule 9. Supplier will not be required to produce a bespoke Security Management Plan.

Maximum liability
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:
£316,540.00 excl. VAT

In the Call Off Contract, "wilful misconduct" means conduct by a party who knows that it is committing and intends to commit a contractual breach of the Call Off Contract and takes such actions to deliberately and maliciously commit such breach with the intention of causing harm but does not include any act or failure to act insofar as it (i) constitutes mere ordinary negligence; or (ii) was done or omitted in accordance with the express instructions or approval of the other party.

Where a Default can be remedied then the Buyer shall not terminate the Call Off Contract before giving the Supplier written notice to remedy and the Supplier having failed to remedy within 15 Working Days of such notice.

Call-off charges

See details in Order Schedule 5 (Pricing Details), which include the pricing proposal submitted by The Supplier as part of the tender bid.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Reimbursable expenses
Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4 and as per current VOA Travel & Subsistence Policy and Rates appended at Appendix B.

Payment method
Payments will be made upon Supplier's completion of its contribution to each Deliverable in accordance with the milestones set out in the below table.

Payments will be made via an electronic payments system, SAP Ariba P2P (MYBuy).

Invoices should be provided for each milestone within one month of agreement of deliverables and sent to Redacted in contract manager email address (and including the purchase order provided). Payments will be made into the bank account provided by the Supplier within thirty (30) days' of the date of the invoice.

Buyer's invoice address
Redacted

FINANCIAL TRANSPARENCY OBJECTIVES
The Financial Transparency Objectives do apply to this Call-Off Contract.

Buyer's authorised representative
Redacted

Buyer's contract manager
Redacted

Buyer's security policy
None in addition to framework requirements

Supplier's authorised representative
Redacted

Supplier's contract manager
Redacted

Progress report frequency

Supplier to share progress reports by email to Buyer's Authorised Representative on a weekly basis. Short follow-up calls may be required to discuss points raised in the email.

Progress meeting frequency

Initial contract management meeting to take place within 2 weeks from the Order Start Date, where the Frequency of follow up meetings required will be agreed by both parties. This is separate to the kick-off meeting to take place in week one (1) of Order Start Date.

Key staff

For the purposes of this call off the following team members will be considered as key:

Redacted

Key subcontractor(s)
N/A

Commercially sensitive information
Supplier's pricing model, staff personal data and pre-existing IPR are Commercially Sensitive Information.

Service credits
N/A

Additional insurances
N/A

Guarantee
N/A

Buyer's environmental and social value policy
Appended at Appendix A

Social value commitment
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will aim to comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender) or any other commitments mutually agreed in writing by the parties after commencement of the services.

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature: Redacted

Name: Redacted

Role: Redacted

Date: Redacted

For and on behalf of the Commissioners of HMRC:

Signature Redacted

Name: Redacted

Role: Redacted

Date: Redacted

Appendix A

Environmental Policy

It is the policy of the Valuation Office Agency to maintain an environmental system designed to meet the requirements of ISO14001:2015 (or any other standard in line with Annex SL Structure) in pursuit of its primary objectives, the purpose and the context of the organisation.

The VOA understands the importance of reducing the carbon footprint principally through the use of its estate, using its expertise to demonstrate its commitment to mitigating risk from climate change impacts, through compliance with legislation and regulations, adaptation, and adopting best practice.

The VOA Estates Team adopt an innovative approach to both technology and communication as well as more traditional methods, to encourage awareness of the sustainability policy Agency wide.

Additionally we align our aims and activities alongside our sponsor department HMRC, collaborating with them in our promise to adopt the following

These are as follows:

1. Regularly review how we use our estates, identify where efficiencies can be made and work towards improving our sustainability performance
2. We will continue to meet all current and foreseen legal requirements and related official codes of practice, and require our suppliers to do the same.
3. Achieve reduction in greenhouse gas emissions
4. Achieve savings in water consumption
5. Improve our diversion of waste from landfill to recycling
6. Where we share space, look to partner other government departments in developing and implementing estate sustainability initiatives
7. Encourage our people to use public transport when commuting to their place of work and between work locations.

8. Ensure that the goods and services we purchase support our environmental objectives wherever practicable and that we encourage our suppliers and contractors to improve their own environmental performance
9. Look for opportunities to sustain and enhance biodiversity across the estate
10. Effectively communicate with all colleagues and contractors on environmental policy and performance
11. Identify and provide appropriate training, advice and information for colleagues, encouraging an appetite for continuous improvement in our sustainability
12. Publish online our progress towards environmental sustainability

The VOA Estates Sustainability Manager is the VOA's professional expert with responsibility for advising and informing on environmental matters. All colleagues and contractors are expected to follow the principles of this policy and related guidance, and to assist in meeting the VOA's environmental sustainability objectives. This policy will be reviewed and assured at regular intervals.

Customer and stakeholder satisfaction is an essential part of the environmental process, to ensure this is fulfilled the Estates team receive training to ensure awareness and understanding of the environment and its impact of the products or service in which we provide.

To certify the Agency maintains its awareness for continuous improvement, the environmental system is regularly reviewed by Senior Leadership to ensure it remains appropriate and suitable to our business. The Environmental System is subject to both internal and external annual audits.

Appendix B

Call-Off Schedule 4 (Call Off Tender)

The Supplier's proposal dated 16/02/2024, has been included below:

Supplier's bid:

Redacted

Clarifications

Required Skills and Experience	Baringa Response
Experience in supporting the initiation and resetting or merging of complex programmes. This specification is about strengthening the existing structure and bringing clarity and planning to a 'GMPP Programme'. Would be good to understand the level of experience the existing team, particularly the project lead Redacted has in delivering a complex programme and/or doing this in flight. No CVs included (or requested), but it would be good to align the examples provided in the tender to the people being recommended to complete the work. If CVs would help this please feel free to provide. A Two week discovery period is proposed. Feels like it could be reduced to a couple of workshops. Everyone internally is aligned to the vision and purpose already. This could reduce the need for the engagement partners time - we do talk a lot about stakeholder management and engagement, but I don't think it should be too time consuming? If the first two items in the 'design' phase were moved up into the 'discover' and leave more time for the to-be. It would be good to understand more about the role Redacted will play with regards to the outputs. The bid references assurance, but we would want quality first time and also we would want to oversee sign off	We have provided further supporting evidence of the experience of our team aligned to the specific requirements requested here and throughout the clarification questions. Please refer to *Baringa Partners LLP Clarifications response* for details. Given the existing alignment on vision and purpose, we agree that we can condense the initial Discover phase to one week and include the work on reviewing the current Roles, Responsibilities and Capabilities Map within this phase. The Discover phase will run from week 2-7. We propose to update and agree the project plan with you at kick-off. For Redacted role, we intend for this to go further than just assurance and he will have more direct delivery responsibility than in the current NDR-R work. Redacted will play a hands on role with the outputs, sharing drafting responsibilities with the team and working alongside Redacted to perform the initial review of the deliverables to produce a high quality 'first draft'. We agree that sign off should be in partnership with the VOA leadership and we will reserve time to ensure any required edits can be made before agreeing the final output. For the Domestic Rating portfolio review, Redacted will provide subject matter expertise to the Redacted drawing on his knowledge of implementing a service-led operating model at HM Land Registry.

Proven programme delivery experience, including establishing programme governance, clear accountabilities, embedding government level standards, including GMPP and IPA expected products and ways of working. As above. Would be good to have explicit experience of the team members being proposed. To be clear, the bid gives clear experience and examples provided in delivering complex programmes/projects. With overall reference to alignment to IPA and GMPP standards. Not explicit against named individuals, more so, associated with Baringa.	Please see supporting evidence relating to relevant team experience in Baringa Partners LLP Clarifications response.
Extensive Knowledge of the Gov UK GDS Design Standards and programme delivery methodologies. No specific reference to GDS design standards within resource spec. Experience provided in Agile methodology through Technical planning lead, but I think we need to know there is a clear understanding of GDS requirements to support/ensure the programme is established correctly.	Please see supporting evidence relating to relevant team experience in Baringa Partners LLP Clarifications response.

Extensive experience and a proven track-record of working collaboratively, in an engagement-focussed way, with diverse senior stakeholders and other suppliers to deliver sustainable solutions, Challenge to the need for the commercial planning lead and project lead. The spec says 'high-level' with this much resource it feels it would get quite detailed when there is a commercial pipeline in play already. Please clarify	We have understood the timing and management of the supplier transition to be a key risk to the critical path which needs to be carefully considered throughout planning. We have proposed a dedicated Commercial Lead to support this planning to ensure that risks to timelines are appropriately identified, challenged and then fed into the overall programme plan and Risk Potential Assessment appropriately. With that being said, we envisage this work to take just 50% capacity of the Commercial Lead resource and therefore have also proposed that this role will provide a support to the Domestic Portfolio Review, working closely with Redacted We have selected Redacted for this role as she brings experience in both commercial planning and capability development (from her experience in HMRC, TSP) and implementation of service-led models in Government (from her Change roles across HMRC, MOD and within the broader Defense sector).
Experience in managing in a complex commercial landscape, and successfully onboarding new suppliers alongside existing. Experience in delivering c.30 new commercial arrangements worth over £1bn+ with a forecast saving of over £80m over 5 years. Evidence of supplier transition and contract cut offs. (example used TSP) - again, as above - for alignment of two programmes this is not needed.	As above, we propose retaining the Commercial Lead role who will ensure appropriate commercial planning and risk management feeds into the overall Programme Plan. We will balance time to additionally Redacted lead and deliver the Domestic Portfolio Review.
Extensive experience of agile and service delivery management, including specifically supporting a complex GMPP programme Spec talks through support provided by Baringa to GMPP initiatives and the benefits they have delivered. It doesn't reference the project lead has experience in leading a GMPP project or programme. Planning support references they have been working on/in a GMPP programme. Please provide assurances of their skills and capability, particulary at delivery at pace, Agile and navigating a complex IT and policy driven initiative.	Please see supporting evidence relating to relevant team experience in Baringa Partners LLP Clarifications response.

Experience in the development of high-level programme plans and a technical roadmap. Evidence of transition plans and planning across all provided examples. Doesn't provide specific evidence of technical roadmap/delivery plan and dependency mapping? But clearly has experience in understanding technical delivery - Please provide assurances that this is a clear deliverable and the capability to deliver it.	We can confirm we will develop the technical delivery plan and technical roadmap as discreet deliverables, fully aligned to and providing the necessary detail to underpin the overall high-level programme plan. As the Technical Delivery Lead, Redacted brings experience of leading the development of technical roadmaps across Technical Director Roles in the Telco, Banking and Consumer Products sectors.
As part of the scope of this work the appointed Supplier will provide a project manager to lead the project and provide relevant support/expert resource to deliver the project as part of a multifunctional team, which will include VOA staff. Project manager identified, with Project support and technical and commercial leads alongside. Also have SMEs in digital delivery and CDIO and commercial (public sector and procurement) - as per comments above this feels padded and needs further explanation. Tender doesn't set out expectations of VOA resource they are looking for to compliment the team for Baringa and what the expectations would be around their roles/outputs (other than list of documents).	As per above, we envisage the commercial planning deliverables to take approximately 50% capacity of the Commercial Lead resource and therefore have also proposed that this role will provide a support to the Domestic Portfolio Review. With regard to the requirements on VOA resources, we would appreciate a conversation with the SRO to align on the best way forward. Our assumption is that we will need approx. half a day per week from the key leaders in each programme - from both VOA and HMRC CDIO. For example, in NDRR this likely to be Redacted We are less familiar with the BST structures and would appreciate guidance on the right people to involve. Beyond this, it would be good to have a dedicated representative from each programme who can spend more time with us (approx. 50%) in order to quickly answer questions and point us at the right people/documents as needed. The ideal person would likely be relatively senior within the PMO function. All other support is likely to be through ad hoc meetings with various programme members to deep dive into particular topics, we would ask that this work is communicated as high priority to support in diary management decisions. We do not envisage VOA resources having direct responsibilities for drafting the outputs of the work, but we will share emerging thinking in order to gather a range of inputs and stress test deliverables - especially through the design phase.

Domestic portfolio information is light on this, would like to know who is working on it, for how long etc? Needs to be clear this is a separate piece. This is an important output, but it doesn't have much in the way of substance around it. This is commodity stuff and shouldn't take long - just a bit more about the value they can bring to validating and testing our approach and drawing out the thing we need to think through to make it work would be helpful. As well as the who/for how long.	As above, we propose that 50% of Redacted time is used to support the review of the Domestic Portfolio. Redacted will deliver the review alongside Redacted who will provide SME input on the experience and challenge in adopting service-based models in alongside technology programmes and continuous improvement.

Redacted

Name	Role	Key Responsibilities
Redacted	Engagement Partner	• Accountable for the delivery of this engagement, including shared responsibility with the team for drafting deliverables • Quality assurance of all key deliverables • Will engage with you to understand your expectations for delivery and how we can meet and exceed these • SME leadership input to **Domestic Portfolio Review**
Redacted	Client Side Advisory Lead	• Day-to-day point of contact and responsible for the delivery of all deliverables to time and quality (owner of the engagement plan) • Lead designer for programme structure documentation (**Vision, Methodology, Roles & Responsibilities, Governance & Assurance Framework**) and all content which sits within the **Programme Plan** and **Transition Plans** • Lead engagement across key stakeholders, including the Planning and Programme Teams, as well as with external stakeholder e.g. IPA, suppliers etc, as outlined in the **Stakeholder Engagement Plan**
Redacted	Technical Planning Lead	• Lead the design of the **Technical Delivery Plan** and the **Technical Roadmap** • Support technical input into the RPA and Transition Plan, reporting to Redacted Lead engagement across key stakeholders relevant to technical planning (e.g. Development and Operational teams) •

Redacted	Commercial Planning Lead / Portfolio Review Support	• Lead the development of the **Commercial Plan** and associated high-level onboarding process • Support commercial input into the RPA and Transition Plan, reporting to Redacted • Lead engagement across key stakeholders relevant to commercial delivery (i.e. commercial and procurement teams) • Support review of Domestic Portfolio, developing recommendations for implementation, reporting to Redacted
Redacted	Planning Support	• Lead on the development of the **Risk Potential Assessment**, supporting engagement with IPA as required • Support the design and development of planning materials, reporting to Redacted

Call-Off Schedule 5 (Pricing Details)

Resource	Role	MCF3 Framework Rate (GBP)	Discounted Rate (GBP)	Typical effort (days)	Fees (excluding VAT)
Redacted	Redacted	Redacted	Redacted	Redacted	**39,680**
Redacted	Redacted	Redacted	Redacted	Redacted	**94,240**
Redacted	Redacted	Redacted	Redacted	Redacted	**79,800**
Redacted	Redacted	Redacted	Redacted	Redacted	**43,920**
Redacted	Redacted	Redacted	Redacted	Redacted	**58,900**
Redacted	Redacted	Redacted	Redacted	Redacted	**0**
				TOTAL	**316,540**

The charges are calculated on a fixed price basis as set out in Supplier's Tender and below, exclusive of VAT:

Call-Off Schedule 9 (Security)

Part A (Short Form Security Requirements) should apply.

Part A: Short Form Security Requirements

1. **Definitions**

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	1. the occurrence of: a. any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b. the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, 2. in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
"Security Management Plan"	3. the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and has been updated from time to time.

2. **Complying with security requirements and updates to them**

1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2. The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has

undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

3. Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

4. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables, it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

5. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

1. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

2. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

   1. is in accordance with the Law and this Contract;

   2. as a minimum demonstrates Good Industry Practice;

   3. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

   4. where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

3. The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

4. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

1. Introduction

1. The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

2. Content of the Security Management Plan

1. The Security Management Plan shall:

a. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

b. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

c. detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

d. be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

e. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

f. set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and

g. be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

3. Development of the Security Management Plan

1. Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

2. If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

3. The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4. Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4. Amendment of the Security Management Plan

1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

a. emerging changes in Good Industry Practice;

b. any change or proposed change to the Deliverables and/or associated processes;

c. where necessary in accordance with paragraph 2.2, any change to the Security Policy;

d. any new perceived or changed security threats; and

e. any reasonable change in requirements requested by the Buyer.

2. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

a. suggested improvements to the effectiveness of the Security Management Plan;

b. updates to the risk assessments; and

c. suggested improvements in measuring the effectiveness of controls.

3. Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4. The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. **Security breach**

1. Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

a. minimise the extent of actual or potential harm caused by any Breach of Security;

b. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

c. prevent an equivalent breach in the future exploiting the same cause failure; and

d. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

3. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Part B: Long Form Security Requirements – not used

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A – Implementation – Not Used

Part B – Testing

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing	the applicable testing procedures and Test

Procedures"	Success Criteria set out in this Schedule.

2. How testing should work

2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.

2.2 The Supplier shall not submit any Deliverable for Testing:

2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and

2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.

3.2 The final Test Strategy shall include:

3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;

3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;

3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

3.2.4 the procedure to be followed to sign off each Test;

3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;

3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;

3.2.8 the technical environments required to support the Tests; and

3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.

4.2 Each Test Plan shall include as a minimum:

4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and

4.2.2 a detailed procedure for the Tests to be carried out.

4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

6. How Deliverables will be tested

6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least ten (10) Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

6.2 Each Test Specification shall include as a minimum:

6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;

6.2.2 a plan to make the resources available for Testing;

6.2.3 Test scripts;

6.2.4 Test pre-requisites and the mechanism for measuring them; and

6.2.5 expected Test results, including:

(a) a mechanism to be used to capture and record Test results; and

(b) a method to process the Test results to establish their content.

7. Performing the tests

7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.

7.3 The Supplier shall notify the Buyer at least ten (10) Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.

7.4 The Buyer may raise and close Test Issues during the Test witnessing process.

7.5 The Supplier shall provide to the Buyer in relation to each Test:

7.5.1 a draft Test Report not less than two (2) Working Days prior to the date on which the Test is planned to end; and

7.5.2 the final Test Report within five (5) Working Days of completion of Testing.

7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

7.6.1 an overview of the Testing conducted;

7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;

7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and

7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practicable following such successful completion. Notwithstanding the issuing of

any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.

8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9. Test witnessing

9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

9.3 The Test Witnesses:

9.3.1 shall actively review the Test documentation;

9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

9.3.3 shall not be involved in the execution of any Test;

9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;

9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.

10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

10.3 The Buyer will give the Supplier at least five (5) Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.

10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.

10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.

10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11. Outcome of the testing

11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:

11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or

11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further

review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.

11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.

11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.

11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within ten (10) Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or

Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. Severity 2 Error

2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:

2.1.1 causes a Component to become unusable;

2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or

2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. Severity 3 Error

3.1 This is an error which:

3.1.1 causes a Component to become unusable;

3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. Severity 5 Error

5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement (**"Call-Off Contract"**) [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] (**"Buyer"**) and [*insert Supplier name*] (**"Supplier"**) dated [*insert Call-Off Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

INVITATION TO TENDER

SPECIFICATION

To Provide Professional Services

To Redefine VOA Programme Structures

VOA/2023/062 for the VOA

1. INTRODUCTION

1.1. The Valuation Office Agency (VOA) is an executive agency of his Majesty's Revenue and Customs (HMRC). As the public sector's property valuation experts, we provide valuations and property advice to the government and local authorities in England, Scotland, and Wales to support taxation and targeted financial support for families and individuals. The VOA also provide property valuation and surveying services to public sector bodies. Its work includes:

- compiling and maintaining lists of council tax bands for approximately 26 million domestic properties;
- compiling and maintaining lists detailing the rateable value of over 2 million commercial properties for business rates;
- determining Local Housing Allowance rates across England;
- advising local authorities of the maximum subsidy level payable for Housing Benefit claims under the local reference rent system;
- maintaining a register of fair rents for regulated tenancies in England;
- providing statutory valuations to support taxes administered by HMRC and the administration of benefits by the Department for Work and Pensions; and
- providing a range of independent property advice and valuations across the public sector.

1.2. Please see www.voa.gov.uk for further details.

2. BACKGROUND

2.1. The VOA currently has a substantial transformation portfolio, including an overhaul of the Agency's technology platform through the Business System Transformation (BST) Programme, and a GMPP level programme delivering the Government Review of Business Rates (The NDR Reforms Programme, currently in Alpha)

2.2. BST's Treasury Approvals Panel (TAP) placed a condition on the VOA to consider the potential to consolidate BST and NDR Reforms once Council Tax had been delivered (by BST), and in October 2023 the VOA Executive Committee agreed in principle to create a single NDR programmes.

2.2 BST is critical to ensuring the VOA has the technological resilience to continue to deliver its core business, which underpins c£60bn of annual local tax revenue, and to avoid mounting technological debt costs that result from previous chronic under-investment in its 30-year-old IT estate.

2.3 **The Non-Domestic Rating Reforms Programme** the NDR Reforms Programme is a design and implementation programme established to implement and/ or enable the ministerial commitments that the VOA is responsible for from the Business Rates Review final report.

2.4 BST and NDRR are at different stages of the programme lifecycle, and currently have distinct scopes. BST is primarily an internal productivity and legacy technology replacement programme. NDRR is primarily a customer-facing policy and service delivery programme supporting more frequent revaluations introduced through the NDR Act 2023, but is dependent on the new technology transformation being in place as an enabler to the reforms.

2.5 Both programmes will be focused on transforming the VOA elements of the Non-Domestic Rating system and there are critical dependencies between them. Whilst we do not expect major efficiencies from restructuring the programmes, there is a clear rationale for closer alignment, both programmes must develop business and technology requirements in a consistent way that enables NDR Reforms to build outwards from BST; a single, co-ordinated approach to planning should improve delivery confidence; a merged budget will support prioritisation; and it makes sense to have a single GMPP programme with a single set of assurance activity.

3 REQUIREMENT

3.2 The VOA is seeking the support from an external Supplier to bring together the existing NDR Reforms and the NDR element of the BST programme to form a single GMPP programme, which will manage the single roadmap of non-domestic rating transforming the VOA. This will be completed as a standalone project, and it will be staffed with resource from VOA, CDIO and supported by the chosen supplier.

3.3 The Supplier will need to have:

3.3.1 Experience in supporting the initiation and resetting or merging of complex programmes.

3.3.2 Proven programme delivery experience, including establishing programme governance, clear accountabilities, embedding government level standards, including GMPP and IPA expected products and ways of working.

3.3.3 Extensive Knowledge of the Gov UK GDS Design Standards and programme delivery methodologies.

3.3.4 Extensive experience and a proven track-record of working collaboratively, in an engagement-focussed way, with diverse senior stakeholders and other suppliers to deliver sustainable solutions,

3.3.5 Experience in managing in a complex commercial landscape, and successfully onboarding new suppliers alongside existing.

3.3.6 Extensive experience of agile and service delivery management, including specifically supporting a complex GMPP programme

3.3.7 Experience in the development of high-level programme plans and a technical roadmap.

3.4 As part of the scope of this work the appointed Supplier will provide a project manager to lead the project and provide relevant support/expert resource to deliver the project as part of a multifunctional team, which will include VOA staff.

3.5 This work is the first stage in establishing the programme, and transition will need to be phased to ensure any risks impacting the delivery of BST CT are managed effectively. We need to begin the transition to a new programme from April 2024. This should include transitioning roles that have been clearly identified as working on NDR delivery or staff who are able to roll off the CT delivery. Some roles will also be re-absorbed into the business, and this should be handled as part of the overall transition plan. The new programme will then need to be formally start in Q1 2024/25 with a transitioned implementation.

4. Scope

4.1 The scope of this work is to support the merger of the NDR elements of BST and all elements of the NDR Reforms programme. It does not include delivery of the new programme.

4.2 The delivery of BST Council Tax functionality is not included in the scope of this project/work requirement. This will be delivered separately by the BST programme. A key planning principle for the project is that it must not

impact on the delivery of CT, so the project team, as part of their work, will need to be mindful of and effectively manage any risks that may impact on the CT delivery whilst establishing the new NDR programme.

4.3 **However** we are examining how to align Domestic Rating change under a service-owner 'portfolio' once BST CT is delivered, as a test-bed for a more service-focused approach to managing all transformation and change management in future. We are seeking light-touch support to articulate how this could work in practice (see Deliverables section).

4.4 Timetable and Deliverables:

Timetable	**Deliverables**	**Weekly Review Check Point & Sign Off By**
Activity & Deliverables **26th February to 19th April 2024**	Under this phase you will need to define & get agreement on: • Ensure there is a clear and agreed vison, purpose, methodology (across the programme lifecycle) and ways of working for the programme. • Clearly articulate how the programme will be governed and assured; set out key roles, responsibilities and capabilities within the programme, including defining the optimal PMO with the right skills and capabilities to deliver the new programme. • Create a programme Risk Potential Assessment (delivered in line with IPA standards). • Create a preliminary programme plan with a critical pathway, to include the breakdown of the delivery roadmap (as	Project SRO, sponsor

	well as the technical delivery approach) for the new programme. • Create a transition plan which sets out the key phases of activity and critical milestones as we move to the new programme. • Identify priority stakeholders and agree plan to engage through transition. • Commercial plans – set out and agree a high-level approach to engaging and onboarding suppliers, aligned to the programme plan/technical roadmap for the new Programme to maximise value and integration from delivery partners.	
	• Review and refine VOA work to set out what a Domestic Rating portfolio would look like, to provide a clear articulation of how a service owner would bring end-to-end perspective to service improvements; how they would interact with product owners in a DevOps environment; and how this would interact with transformation programmes that touch on the service. Set out the critical success factors for this way of working, key enablers (eg governance and resources) and key decisions required to transition to new ways of working.	

4.5 The appointed Supplier should be able to begin on the 26th February 2024. If this timeline does not work, the Supplier will need to provide an alternative timeline, to accommodate the project delivery dates required.

5. Methodology

5.1 The nature of this work will require close working between the Supplier and key VOA stakeholders – notably the SRO, Programme Directors, Programme Managers, Director for Transformation and the NDR Reforms Director of Policy and Business Change, the Director of Business Design in BST, the Programmes Lead Product Owners and CDIO representatives. There will also be the need to work with HR throughout the life of this work to ensure any role changes and communications are handled in line with VOA/Civil Service guidelines and standards. There will be the need for the supplier to maintain a detailed overview of the activities of a wider group of engaged stakeholders.

5.2 BPSS Security Cleared, Supplier personnel will be preferred, or a sufficient level to allow required access to VOA system, IT, and data.

6. MANAGEMENT INFORMATION

6.1 Reviews will be scheduled on a weekly basis and MI should be available when requested.

7. TIMETABLE

7.1. Please see below an indicative timetable to outline delivery of the tender.

DATE	ACTIVITY
12 Feb 2024	Publication of ITT. Clarification period starts.
12pm midday **16th Feb 2024**	Deadline for submission of a Tender to the Authority Contract ("**Tender Submission Deadline**")
23rd Feb 2024	Proposed Award Date of Contract
26th Feb 2024	Expected commencement date for the Contract

8. CONTRACT TERM

8.1. The contract term will be for a period of 8 weeks.

8.2. Valuation Office Agency will reserve the right to terminate the contract at any stage of this requirement.

9. VOA CONTRACT MANAGER DETAILS

9.1. The VOA contract manager will be Redacted

9.2. The VOA reserves the right to appoint an alternative contract manager at any given point throughout the duration of the contract.

9.3. The Supplier will be required to appoint a contract manager to serve as the VOA's point of contact within the organisation.

10. PAYMENT TERMS

10.1. Payments will be made via an electronic payments system, SAP Ariba P2P (MYBuy). Invoices should be provided for each milestone within one month of agreement of deliverables and sent to Redacted copying in **contract manager email address** (including the purchase order provided). Payments will be made into the bank account provided by the supplier.

11. TERMS AND CONDITIONS

11.1. This contract will be let under RM6187, Lot 3

12. TENDER REQUIREMENTS

Quality Criteria (this will form 80% of the evaluation):

12.1 **Aims, Objectives, and Risks (15%)**

Tenderers should outline, in their own words, their understanding of the key aims and objectives of this project, and its key issues and risks. This should include confirmation all deliverables / outcomes will be achieved within the contract term and that on the commencement of the contract the proposed team will be available.

12.2 **Methodology and scope (25%)**

Tenderers should outline their method for how the project will be delivered.

12.3 **Delivery to time (30%)**

Tenderers should outline their track record of delivering similar projects to time, their capability to provide prompt headline results within complex stakeholder landscapes following completion of research, and their ability to rapidly deliver specified outputs.

12.5 **Social Value (10%)**

Social Value legislation places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realized for individuals and communities through commissioning and procurement activity, and, in Scotland, to deliver them. These benefits are over and above the core deliverables of contracts. General information on The Social Value Act can be found at:

- Social Value Act

  Introduction: https://www.gov.uk/government/publications/social-value-act-introductory-guide

- Updated Social Value Procurement Policy Note:

  https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts

The VOA will continue to monitor these Social Value Commitments throughout the Call-Off Contract duration.

The supplier should provide a response to the following Social Value questions:

Question 1 – Theme 2 Tacking Economic Inequality, Create New Business, New Jobs, New Skills.

Policy Outcome: Create New Business, New Jobs, New Skills.

Model Award Criteria 2.2: Create employment and training opportunities particularly for those who face barriers to employment and / or who are located in deprived areas, and for people in industries with known skill shortages or in high growth sectors.

In illustrating the commitment your organisation will make to ensure that opportunities under the contract deliver this Policy Outcome please include as a minimum:

- *Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria.*
- *How you will monitor, measure and report on your commitment/the impact of your proposals.*
- *How the above will support the VOA's commitments.*

Max word count 500. Text within drawings and graphs is not included in word count.

Question 2 – Theme 4 Equal Opportunity, Tackle Workforce Inequality

Policy Outcome Tackle Workforce Inequality

Model Award Criteria 6.1, Demonstrate action to identify and tackle inequality in employment skills and pay in contract workforce.
In illustrating the commitment your organisation will make to ensure that opportunities under the contract deliver this Policy Outcome please include as a minimum:

- *Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria.*
- *How you will monitor, measure and report on your commitment/the impact of your proposals.*
- *How the above will support the VOA's commitments.*

Max word count 500. Text within drawings and graphs is not included in word count.

12.4 **Pricing (This will form 20% of the evaluation)**

12.4.1 While tenderers are encouraged to propose a design for the methodology, for comparability tenderers are asked to provide a **firm and final price offer** based on the below specification of the work. Any recommendations tenderers make in their proposal outside of this specification should be costed for separately.

12.4.2 Please provide an outline of resources and rates to be engaged to deliver your proposal. These should be in the form of a rate card breaking down of the total price.

12.4.3 Please also provide full details of any discounts on offer to the VOA that will support VFM efficiency cost savings, in the delivery of the specified requirements.

Tenders will be assessed against the TOTAL PRICE offer for delivering the full specification

12.5 **Scoring**

12.5.1 Scoring will be kept within bands and scores allocated in line with scoring scheme contained in the table in Appendix A. The maximum total score will be 100.

12.5.2 Tenders will be evaluated on which is the most economically advantageous. This will be judged on the basis of assessment of proposals (supplemented where relevant by discussion at interview).

12.5.3 Interviews, if used, will be for clarification and confirmation only. Judgments will be against the quality criteria set against overall cost (excluding VAT) with relative weightings as detailed. Evaluation scoring criteria are shown in Appendix A. Tenderers are compelled to arrange their bids around these headings.

13. SCORING

13.1. Scores will be allocated for each quality question in line with the scoring scheme located in Appendix A. The maximum available score will be 100.

13.2. The contract will be awarded to the Tender with the highest combined cost and quality score.

14. TENDER QUERIES

14.1. Tenderers with any queries about the should contact Redacted by email with the subject title “VOA Programme Alignment ”.

15. TENDER SUBMISSION

15.1. You should send a PDF or read-only electronic copy of your proposal by e-mail to Redacted , as an attachment to an e-mail message entitled “**VOA Programme Alignment**”. Tender to arrive **no later than 12pm on Feb 16th 2024** (unless the date is subsequently amended in writing by the VOA).

15.2. Please note that email messages with this title will not be opened in advance of that deadline. No hard copies of the tender are required.

Appendix A

Score	'Closed' Question Criteria	'Open' Question Criteria
100	Excellent answer which meets all the requirements and provides all of the required detail.	An excellent response that: • is completely relevant, addressing all of the requirements; • demonstrates an excellent understanding of the requirements, is comprehensive, robust, and unambiguous; • provides highly credible supporting evidence, benefits, or innovation; and/or • meets the requirements in all aspects, with no ambiguity or weaknesses identified and no clarification required.
80	Good answer which meets all the requirements but lacks some minor detail	A good response that: • is highly relevant, addressing all the requirements; • demonstrates a good understanding of the requirements and is comprehensive; • provides supporting evidence of sufficient detail; and/or • meets the requirements in all aspects but contains minor weaknesses or a small amount of ambiguity.
60	Satisfactory answer, which meets the requirements in many aspects, but fails to provide sufficient detail in some areas.	A satisfactory response that: • is relevant, addressing most or all the requirements; • demonstrates a satisfactory understanding of the requirements; • provides supporting evidence but lacks detail in some areas; and/or • meets the requirements in most aspects, but contains manageable weaknesses or some ambiguity and may require some
40	Limited answer which satisfies some aspects of the requirements but fails to meet the specification in the whole.	A limited response that: • is mostly relevant, addressing most of the requirements; • demonstrates a limited understanding of the requirements; • provides supporting evidence but lacks detail in some or most areas; and/or

Score	'Closed' Question Criteria	'Open' Question Criteria
		• contains weaknesses or ambiguity which suggest that the requirements would not be met unless clarified.
20	Poor answer which significantly fails to meet the requirements.	A poor response that: • is only partially relevant, addressing some of the requirements; • demonstrates a poor understanding of the requirements; • provides supporting evidence that is of limited/insufficient detail or explanation; and/or • contains multiple and/or significant weaknesses or ambiguity that suggest the requirements would not be met.
0	The response is not considered relevant. The response is unconvincing, flawed or otherwise unacceptable. Response fails to demonstrate an understanding of the requirement. No evidence is provided to support the response. Or nil response.	An unacceptable response that: • is not fully relevant, addressing some or none of the requirements; • demonstrates very limited or no understanding of the requirements; • provides little or no supporting evidence that is of insufficient detail or explanation; and/or • is unconvincing, flawed or otherwise inadequate, suggesting that the requirements will not be met. Or nil response.

Ethical Walls Statement:

For the purposes of this Ethical Walls Agreement, the following defined terms shall apply:

"**Bid Team**" means the Supplier staff engaged to prepare and submit a bid in response to the NDR-Reforms Service and Business Design tender.

"**Conflicted Personnel**" means the Supplier staff providing services to the Buyer on the Programme Structures project under the Call Off Contract between the Supplier and the Buyer dated [ ] ("**Contract**").

The Supplier:

- shall take all appropriate steps to ensure that neither the Supplier nor its affiliates and/or representatives are in a position where, in the reasonable opinion of the Buyer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or its affiliates or representatives and the duties owed to the Buyer under the Contract or pursuant to an fair and transparent procurement process;
- acknowledges and agrees that a conflict of interest may arise in situations where the Supplier or an affiliate intends to take part in a procurement process and, because of the Supplier's relationship with the Buyer under the Contract, the Supplier, its affiliates and/or representatives have or have had access to information which could provide the Supplier and/or its affiliates with an advantage and render unfair an otherwise genuine and fair competitive procurement process;

The Supplier shall:

- Not assign any of the Conflicted Personnel to the Bid Team at any time;
- Provide to the Buyer a complete and up to date list of the Conflicted Personnel and the Bid Team and reissue such list upon any change to it;
- Ensure that by no act or omission by itself, its staff, agents and/or Affiliates results in information of any kind or in any format and however so stored:
    (a) about the Contract, its performance, operation and all matters connected or ancillary to it becoming available to the Bid Team; and/or
    (b) which would or could in the opinion of the Buyer confer an unfair advantage on the Supplier in relation to its participation in the FCP Process becoming available to the Bid Team;

- Ensure that by no act or omission by itself, its staff, agents and/or Affiliates and in particular the Bid Team results in information of any kind or in any format and however so stored about the FCP Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
- Ensure that confidentiality agreements which flow down the Supplier's obligations in this Agreement are entered into as necessary between the Buyer and the Supplier, its Affiliates, its staff, agents, any Conflicted Personnel, and between any other parties necessary in a form to be prescribed by the Buyer;
- procure that its staff are aware of their obligations in connection with this Agreement;
- notify the Buyer as soon as reasonably possible of all perceived, potential and/or actual conflicts of interest that arise;
- submit in writing to the Buyer full details of the nature of the conflict including (without limitation) full details of the risk assessments undertaken, the impact or potential impact of the conflict, the measures and arrangements that have been established and/or are due to be established to eliminate the conflict and the Supplier's plans to prevent future conflicts of interests from arising;

The Buyer shall have the right to exclude the Supplier or any affiliate or representative from the procurement process, and the Buyer may, in addition to the right to exclude, take such other steps as it deems necessary where, in the reasonable opinion of the Buyer there has been a breach of the ethical walls laid out.

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

(a) "Controller" in respect of the other Party who is "Processor";

(b) "Processor" in respect of the other Party who is "Controller";

(c) "Joint Controller" with the other Party;

(d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.

4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged Processing and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

(a) Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Personal Data Breach;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate

safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Personal Data Breach.

8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Personal Data Breach; and/or

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the Processing is not occasional;

(b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

(c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

(a) notify the Controller in writing of the intended Subprocessor and Processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and

(d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

22. The Parties shall only provide Personal Data to each other:

(a) to the extent necessary to perform their respective obligations under the Contract;

(b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

(c) where it has recorded it in Annex 1 *(Processing Personal Data).*

23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **("Request Recipient")**:

(a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

(b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

(a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

(b) implement any measures necessary to restore the security of any compromised Personal Data;

(c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

(d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

27. Personal Data provided by one Party to the other Party may be used exclusively

to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*

28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.

29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

The contact details of the Relevant Authority's Data Protection Officer are: Redacted
The contact details of the Supplier's Data Protection Officer are: Redacted

1.1.1.1 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.2 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	**The Relevant Authority is Controller, and the Supplier is Processor** The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller, and the Supplier is the Processor of the following Personal Data: The Supplier will have access to Buyer systems, and any personal data contained within.
Duration of the Processing	The duration of the call-off contract.
Nature and purposes of the Processing	The nature of the Processing means any operation in the delivery is included but not limited to collection, recording, organisation, structuring, retrieval, consultation.
Type of Personal Data	Employees names and email addresses.
Categories of Data Subject	VOA Staff data

Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	The Supplier shall ensure that all documents and/or computer records in its possession, custody or control which contain Confidential Information or relate to personal information of the Authorities' employees, ratepayers or service users, are delivered up to the Contract Manager. The Supplier shall ensure that all records listed previously are securely destroyed, 12 months after the contract end upon written request from the Buyer.

Annex 2 - Joint Controller Agreement – Not used

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

(a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;

(b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

(c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;

(d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and

(e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

1.1.2.1 The Supplier and the Relevant Authority each undertake that they shall:

(a) report to the other Party every [x] months on:

(i) the volume of Data Subject Access Request (or purported Data

Subject Access Requests) from Data Subjects (or third parties on their behalf);

(ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

(iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

(iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

(v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

(b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);

(c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

(d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

(e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;

(f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

(g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

(i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;

(ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and

(iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

(h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Personal Data Breach;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and

(j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

1.1.2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

1.1.3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and

(b) all reasonable assistance, including:

(i) cooperation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

(ii) cooperation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;

(iii) coordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or

(iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

1.1.3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

(c) the categories and number of Data Subjects concerned;

(d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

(e) measures taken or proposed to be taken to address the Personal Data Breach; and

(f) describe the likely consequences of the Personal Data Breach.

4. Audit

1.1.4.1 The Supplier shall permit:

(a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's

data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

(b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

1.1.4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

1.1.5.1 The Parties shall:

(a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

(b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

1.1.7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

(a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

(b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

(c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree to such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

1.1.7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

1.1.7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

(a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;

(b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

(c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

1.1.7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

1.1.9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

(a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

(b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.