



Crown
Commercial
Service

Ministry of House, Communities and Local Government

- and -

Glenigan Ltd

ANNEXES

relating to

Planning Applications and Development Pipeline

CCZZ18A02

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase	means the Customer’s unique number relating to the supply of the

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Order Number”	Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Start Date”	means the commencement date of the Agreement as set out in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the Start Date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

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

2 BASIS OF AGREEMENT

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

2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 2 days of the date of the award letter, of a copy of the

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Award Letter countersigned by the Supplier.

3 SUPPLY OF SERVICES

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions, requirements, service levels and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 TERM

- 4.1 The Agreement shall take effect on the Start Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 12 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

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- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The

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Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.

- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 STAFF AND KEY PERSONNEL

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, parental leave and termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

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

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

9 INTELLECTUAL PROPERTY RIGHTS

9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

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

9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

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including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

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

10 GOVERNANCE AND RECORDS

10.1 The Supplier shall:

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

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

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

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

11.1 Subject to clause 11.2, each Party shall:

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

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

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

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

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

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's

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confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

AND FOR THE PURPOSES OF THE FOREGOING, REFERENCES TO DISCLOSURE ON A CONFIDENTIAL BASIS SHALL MEAN DISCLOSURE SUBJECT TO A CONFIDENTIALITY AGREEMENT OR ARRANGEMENT CONTAINING TERMS NO LESS STRINGENT THAN THOSE PLACED ON THE CUSTOMER UNDER THIS CLAUSE 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 FREEDOM OF INFORMATION

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

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

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

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

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

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

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

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

14 LIABILITY

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

14.2 Subject always to clauses 14.3 and 14.4:

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- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
 - 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
 - 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

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

16 TERMINATION

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

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- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.
- 17 COMPLIANCE**
- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
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17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its

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provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 NOTICES

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 GOVERNING LAW AND JURISDICTION

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

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ANNEX 2 – PRICE SCHEDULE

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ANNEX 3 – STATEMENT OF REQUIREMENT

1. SCOPE OF REQUIREMENT

- 1.1 The requirement is for the provision of data and analysis on planning applications and the end-to-end development pipeline across England. The service shall be delivered by the Supplier through a set of agreed regular outputs and an 'ad hoc' analysis service.
- 1.2 The requirements of this data are to enable the Customer to:
- Monitor progression of existing residential sites through the planning system i.e. tracking the way and time it takes for sites with full planning permission to progress from application to approval and start of construction;
 - Monitor progression of new residential sites through the planning system i.e. tracking the progress of new applications through the planning system to approval and start of construction;
 - Identify determinants or characteristics that explain the progression of sites through the planning system e.g. factors that may explain delays in progression from application to full permission granted;
 - Quantify sites and associated residential units at different stages of the planning system (e.g. application, decision) and at different stages of development (e.g. start, complete);
 - Monitor progression of existing sites through development;
 - Monitor progression of new sites through development.
- 1.3 The scope of sites and applications included / excluded in the data shall be agreed with the Supplier but shall cover all of England. The Supplier shall maintain written guidance on how key terms are defined and shall supply the Customer with a data dictionary at Contract commencement. The Supplier shall maintain written guidance on the definitions of users and for internal staff to ensure they are applied consistently to the agreed specification.
- 1.4 The following outputs shall be provided by the supplier and classified as separate products, each of which shall be costed for and paid for separately, if the Customer deems that they are at the agreed standard as detailed in Section 14 and 15:
- 1.4.1 An initial dataset including all residential sites that are currently in the planning system. This includes sites at each stage of the planning system (e.g. application and decision) and permissioned sites in development that are not yet complete. The dataset must detail the planning application number, corresponding number of residential units, the type of application made (e.g. outline, full, permission in principle), the date of application, the decision outcomes at each planning stage, the detail on decision outcomes and the date of planning outcome at each stage. The preferred format is an SQL Server. This dataset shall be delivered within two weeks of contract commencement. The Supplier shall outline the delivery method for this provision.
- 1.4.2 A monthly update of the planning pipeline dataset described in section 2 containing changes to the initially included sites i.e. where sites have progressed to a new stage in the planning system (e.g. from application to approval) or development. This shall also include new sites that have entered the planning system. It is

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recognised that sites may re-enter the planning system, e.g. where an application is withdrawn and re-entered. The dataset shall identify re-permissions, in order that sites are not counted twice when reporting the number of sites and units at different stages in the planning system. However, the dataset shall retain previous applications so that it is possible to track the full site history. The Supplier shall provide a monthly report outlining changes to the dataset, including the number of new sites entering the dataset. The preferred dataset format is an SQL Server. The dataset and monthly reports shall be delivered on the 1st working day of the month, with an expected delivery date of April 3rd for the first monthly updates. The Supplier shall outline the delivery method for this provision.

- 1.4.1 A quarterly figure for the number of residential units with full residential planning permission granted, split by geographical region and by size of site consistent with the Customer's historic permission series. The Supplier shall provide four figures over the course of the twelve month Contract that relate to each quarter of 2018 (Q1 Jan-Mar, Q2 Apr-Jul, Q3 Jul-Sep, Q4 Oct-Dec) four (4) weeks after the end of the previous quarter. The Supplier shall include a trend of four previous quarters within the figures (e.g. in Q1 2018 must include a comparison to Q1 2017, Q2 2017, Q3 2017 and Q4 2017). In each quarter all of the previous quarter figures shall be revised to account for any revisions (e.g. where local authorities have backdated planning permissions or re-permissions). The Supplier shall outline the delivery method for this provision.
- 1.4.2 A historic dataset on planning applications and development, as far back as the Supplier can provide. This shall include the planning application number, corresponding number of residential units, planning application date, planning permission decision date and a confirmed development completion date (i.e. a date checked with the developer or another party following site development, rather than the estimated completion date provided in the planning application), geographic locator. If possible this shall include the number of units actually delivered. This shall allow the Customer to conduct historic analysis on the time taken for sites to progress through the planning system, the time for site development and changes in residential units delivered by sites. The preferred dataset format is an SQL Server. The Supplier shall outline the delivery method for this provision.
- 1.5 Alongside the core products above, the Supplier shall provide a data dictionary which shall specify for each data variable (or item), a variable name, a full description, data type (e.g. whether it is categorical or string variable), possible data values (e.g. a list and definition of these), missing value codes etc. The Supplier shall provide this at Contract commencement. The Supplier shall maintain the data dictionary throughout the course of the Contract to ensure definitions are applied consistently to the agreed specification.
- 1.6 A full suite of products shall be provided by the Supplier in line with the policy and data requirements set out in Section 14 and 15.
- 1.7 In addition to providing regular outputs detailed above, the Supplier shall provide responses to ad hoc queries from the Customer's analysts when required. This is to support the Customer's

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need to respond urgently to requests from policy colleagues, MPs or answer parliamentary questions. Section 2 specifies in more detail the nature of the ad hoc queries.

2. THE REQUIREMENT

2.1 Data collection

- 2.1.1 The Supplier shall collect planning application (site) level data from each of around 340 planning authorities and/or the Planning Portal; or obtain the data via a third party. The Supplier shall provide an initial dataset of all sites currently in the planning system. This shall be updated on a monthly basis with updates to the initial dataset. A separately costed product is a historic dataset which includes data on planning applications and development as far back as the provider has. A full suite of products shall be provided by the Supplier in line with the policy and data requirements set out in Section 14 and 15.
- 2.1.2 Planning applications are lodged via the Planning Inspectorate's 'Planning Portal' (<http://www.planningportal.gov.uk/planning/applications/decisionmaking/>), or directly with the individual planning authorities. Each planning authority publishes a planning register that is updated on a frequent basis. The authorities record each decision made against each application. Appeals against applications that are refused or not determined are made to the Planning Inspectorate.
- 2.1.3 The Supplier shall supplement this information with data about the up-to-date status of each site development. This would most likely need to be collected from applicants, site developers, other construction sector leads and planning authorities, at planning application (site) level. This shall be reported to the Customer in monthly datasets and reports.
- 2.1.4 The methods and variables listed in Section 14 and 15 are not exhaustive and further data outputs to address the policy questions are encouraged. The Supplier may purchase data that has already been enhanced from a third party.
- 2.1.5 As the site moves through the various planning stages, from application to construction to completion, the Supplier shall maintain accurate and up-to-date records, and ensure that information about the end-to-end planning pipeline has been captured. This is important to inform Government on timelines of planning permission at each stage to site completion or other outcome (e.g site stalled, sold), and to understand how planned residential development might be delayed or changed through the process.
- 2.1.6 The Supplier shall apply a geographic locator to the site data (in addition to supplying postcodes, region and local authority). The preferred method is to provide the boundary files. It is recognised that sites may re-enter the planning system or multiple permissions may be associated with a single site. The dataset shall identify the spatial boundaries for a site to ensure that permissions so that is it possible to track the full site history. The geographic locator shall be defined to enable spatial analysis at a site level.

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2.1.7 The Supplier shall use data collection and enhancement methodologies alongside a completed assessment of data sources and coverage. Data completeness and clarity of definitions used shall be provided by the Supplier.

2.2 Data management and use of IT

2.2.1 The Supplier shall ensure that data collected is stored in an appropriate secure database (SQL or similar), with monthly updates supplied detailing progress of sites through the planning system and new sites entering.

2.2.2 The preferred approach would be the provision of a database layout and data suitable for import into an SQL server.

2.2.3 The data collected shall be at site level. Data shall be stored in accordance with the relevant laws, including adherence to the Data Protection Act (1998) and adherence to relevant EU legislation. Data shall not be passed outside the EU unless specifically agreed in writing between the Customer and the Supplier.

2.2.4 The Supplier shall ensure that the use of IT systems is appropriate to the needs of this project. Where any IT software tools are used to share data or analysis with the Customer (e.g. via the web), the necessary training and guidance shall be provided. A strategy for maintaining data shall be decided prior to commencement between the Customer and the Supplier.

2.3 Data outputs

2.3.1 A full copy of the database and monthly updates shall be provided by to the Customer by the Supplier. The Customer will share the database and monthly updates with the Cabinet Office and Homes England regularly as required and agreed with each partner organisation.

2.3.2 Alongside the database, a set of quarterly planning reports shall be provided by the Supplier based on full planning permission granted over the preceding 12 months. These shall be specified and agreed with the Supplier but at a minimum shall include the supply of quarterly figures for the number of homes with full residential planning permission granted, split by geographical region and by size of site consistent with the Customer's historic permissions series.

2.3.3 The regular reports shall also include tracking of key timelines within the overall development pipeline and an overview of planned development sites per region. The Supplier shall agree the content and format of each of the standard regular reports with the Customer.

2.3.4 The Supplier's database shall be capable of interrogation in an easy, flexible way to allow responsive analysis of up-to-date data. The Supplier shall use an appropriate interrogation tool which can be accessed by the Customer's staff. The preference is for the database to be in an SQL server format.

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2.4 Ad hoc analysis service

- 2.4.1 In addition to providing regular standard reports, the Supplier shall provide responses to ad hoc queries from the Customer's analysts when required. This is to support the Customer's need to respond urgently to requests from policy colleagues, MPs or answer parliamentary questions. The Customer expects that there shall be an average of one ad-hoc request per week though in some weeks there may be multiple requests and other weeks there may be none.
- 2.4.2 The Customer anticipates that the analytical requests shall vary from a quick query to obtain a statistic to more complex queries and analysis.
- 2.4.3 The Supplier shall ensure that requests are turned around within 24 hours for Parliamentary Questions (PQs) or otherwise within 48 hours. The Supplier shall operate a process for ad hoc requests.

2.5 There shall be robust procedures for handling missing data and agreed codes to be used when data is missing for different reasons. Possible missing categories include: does not apply, refused to answer, not available (asked and unanswered) and unknown (was not asked).

2.6 The Supplier shall keep definitions consistent with any industry standard definitions, such as those published through other Government statistics or in widely recognised sector indicators and regulator sector reports. The Supplier shall be required to be familiar with sector statistics.

3. KEY MILESTONES

3.1 The Supplier shall be required to meet the following project milestones that the Customer shall measure the quality of delivery against. These set out the regular reports that shall form the basis of the Contract and when the Customer requires to receive them.

Milestone	Description	Timeframe
1	Inception meeting to discuss, agree and sign off on data dictionary, data revision policy, quality assurance requirements and data plan.	1 week after Contract commencement
2	Delivery of the initial dataset of sites in the planning system, the corresponding number of residential units and their progression through the system and site development that meet the Customer's quality assurance requirements.	2 weeks after Contract commencement
3	Historic dataset on planning applications and development as far back as the Supplier can provide.	2 weeks after Contract commencement
4	Delivery of quarterly figures for the number of units with full residential planning permission granted, split by geographical region and size of site, consistent with the Customer's historic	4 weeks after the end of the previous quarter

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	permission series. From the second quarter onwards these figures shall be revised.	
5	Monthly update of the planning pipeline dataset described in Milestone 2 with a report outlining only changes to the dataset	Shall be provided by the Supplier on 3 rd April and first working day on every subsequent month thereafter

4. CUSTOMER'S RESPONSIBILITIES

- 4.1 A key contact will be identified within the Customer as the Contract Manager to oversee the Contract.
- 4.2 The quarterly figure used in the quarterly report shall be consistent with the historic data. The Customer shall provide guidance on the definitions for this data which will be discussed with the Supplier at the commencement of the contract which shall ensure consistent application of descriptions in the future.

5. REPORTING

- 5.1 The Supplier shall maintain clear documentation for the Contract to be shared on a regular basis, including metadata, any methodologies employed and guidance manuals or similar around data collection and analysis.
- 5.2 The Supplier and the Customer shall agree on the monthly and quarterly reports that the Supplier shall provide the Customer with in accordance with the key milestones set out in section 3.

6. VOLUMES

- 6.1 The Customer's Planning Application statistics demonstrate that in the year ending September 2017 49,700 decisions on residential developments were made by district level planning authorities.
- 6.2 The latest figures from the previous contract show that permission for 304,000 homes was given in the rolling year to 31 March 2017, compared to a revised figure of 281,000 homes granted permission in the rolling year to 31 December 2016.

7. CONTINUOUS IMPROVEMENT

- 7.1 The Supplier shall continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 7.2 The Supplier should present new ways of working to the Customer during quarterly Contract review meetings.
- 7.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

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8. SUSTAINABILITY

- 8.1 The Supplier shall comply with all applicable environmental laws and regulations in force in relation to the Contract (including the EIRs).
- 8.2 All written work, including reports, in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post-consumer water and used on both sides where appropriate.

9. QUALITY

- 9.1 The quality of the data is very important, since the Customer relies on this data to understand the picture of development across England to inform planning policy. As such it is vital that the Supplier's supplied data is respected as good quality within the planning and construction sectors as well as by Government and has been successfully peer reviewed.
- 9.2 The Supplier shall have a formal process to ensure good quality data collection which shall also include an assessment of the limitations to the Supplier's data outputs.
- 9.3 The Supplier shall have a formal process for quality assuring the data collection process and the actions taken when handling errors in data. This shall include examples and evidence of checks that support data quality.
- 9.4 Where error or duplication is found in the data by the Supplier, the Customer, or authorised parties (such as the Cabinet Office and Homes England), these shall be remedied in accordance with a data revision policy at no cost to the Customer. A data revision policy shall be agreed with the Customer on Contract commencement at the inception meeting.
- 9.5 The preferred approach would be the provision of a database layout and data suitable for import into an SQL server. This database management would help to ensure consistent and accurate data entries which meet set requirements. Detail on quality assurance controls shall be agreed between the Customer and the Supplier prior to Contract commencement.

10. STAFF AND CUSTOMER SERVICE

- 10.1 The Customer requires the Supplier to provide a sufficient level of resource throughout the duration of the Planning Application and Development Pipeline Contract in order to consistently deliver a quality service to all Parties.
- 10.2 Supplier's staff assigned to the Planning Applications and Development Pipeline Contract shall have the relevant qualifications and experience to deliver the Contract.
- 10.3 Good practice project management shall be maintained by the Supplier to oversee the service delivery. The Supplier shall be required to attend project meetings held on a quarterly basis with the Customer's Contract Manager. The meetings shall take place at 2 Marsham Street, London, SW1P and shall be attended at the Supplier's own expense. More frequent telephone

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briefings or updates may be necessary from the Supplier and these shall be agreed as needed to successfully deliver the Contract.

10.4 The Supplier shall ensure that staff understand the Customer's vision and objectives and shall provide excellent customer service to the Customer throughout the duration of the Contract.

11. SERVICE LEVELS AND PERFORMANCE

11.1 The Customer shall measure the Suppliers delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Monthly Data Output	Monthly Data output delivered on the agreed day of each month.	100% on time
2	Data Integrity	Data output accurate and all data variables correspond with the definitions in the data dictionary. For example, the geographical locators within the local authority.	>99% accurate
3	Data Integrity	Monthly data output containing everything in the planning system. (For example, some local authorities do not hold their planning registers on a searchable web portal but these nevertheless must be included in the supplied figures).	100% complete
4	Ad hoc Data	Parliament Requests	Within 24 Hours (During Monday to Friday)
5	Ad hoc Data	Standard Requests	Within 48 Hours (During Monday to Friday)

11.2 Where the Customer identifies poor performance against the agreed KPIs, the Supplier shall be required to attend a performance review meeting. The performance review meeting shall be at an agreed time no later than 10 working days from the date of notification at the Customer's premises.

11.3 The Supplier shall be required to provide a full incident report which describes the issues and identifies the causes. The Supplier shall also be required to prepare a full and robust 'Service

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Improvement Action Plan' which sets out its proposals to remedy the service failure. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.

- 11.4 The Customer agrees to work with the Supplier to resolve service failure issues. However, it shall remain the Suppliers sole responsibility to resolve any service failure issues.
- 11.5 Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Customer reserves the right to seek early termination of the contract in accordance with the procedures set out in Annex 1.

12. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 12.1 The Intellectual Property Rights to the data are set out in the Terms and Conditions of Contract. The Contract requires the sharing of this data with other Government departments and arms-length bodies.

13. ADDITIONAL INFORMATION

- 13.1 The Supplier shall set out and deliver to the Customer an exit strategy and plan for the migration of any data, databases, data definitions, analysis outputs, methodologies, operational guidance and contact lists for transfer to the Customer in the event that the subsequent delivery of this project is taken in-house, or is assigned to an alternative external provider at the end of the Contract. This shall be provided to and then agreed with the Customer two (2) months before the end of the Contract.

14. POLICY OBJECTIVES AND DATA REQUIREMENTS

- 14.1 Policy objectives. At the broadest level the objectives are to:
 - 14.1.1 Quantify sites and associated units at different stages in the planning system.
 - 14.1.2 Understand the progress of sites through the planning system and determinants of their progress, i.e. from site application to development completion.
 - 14.1.3 Policy objectives as separate products.
 - 14.1.4 Each policy objective shall be classed as a separate product which will be costed for and invoiced separately, with the exception of a data dictionary which must be supplied prior to commencement. The dictionary shall specify for each data variable (or item), a variable name, a description, data type (e.g. whether it is a categorical or string variable), possible data values (e.g. a list and definition of these), missing value codes etc.

- 14.2 The policy objectives and related products more specifically:

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- 14.2.1 Publish a quarterly statistic on the flow of residential planning permissions (units and sites) over the last 12 months by local authority and site size for major and minor sites.
- 14.3 For example 'the latest figures show that permission for 304,000 homes was given in the rolling year to 31 March 2017.'
- 14.4 The broad policy aim is to monitor the number of new homes that are expected to be delivered.
- 14.5 Products: Dataset and quarterly report of sites progressing through the planning system
- 14.6 Dataset of sites detailing their progression of sites through the planning system with the view of informing future policy regarding the time taken for progression
- 14.7 For example, X% of sites took x time from entering the planning system to gaining planning permission in x quarter/year.
- 14.8 Product: Dataset and monthly report of how long sites take to progress through the planning system
- 14.9 Dataset of the progress from site permission to completion of development with a view to understanding how long sites take to start and to complete.
- 14.10 For example, X% of sites took x time to begin development following gaining planning permission. X% of sites took x time to complete development. X% of sites stopped construction completely, while X% were cancelled.
- 14.11 Product: Dataset and monthly report of sites construction progress (contract date onwards)
- 14.12 A historic dataset on planning applications and development, as far back as the Supplier can provide. The preferred method is in the form of an SQL server dataset. The Dataset shall include the planning application number, corresponding number of residential units, planning application date, planning permission decision date and a confirmed development completion date (i.e. a date checked with the developer or another party following site development, rather than the estimated completion date provided in the planning application) and geographic locator. If possible this shall include the number of units actually delivered. This will allow the Customer to conduct historic analysis on the time taken for sites to progress through the planning system, the time for site development and changes in residential units delivered by sites.

15. DATA REQUIREMENTS

- 15.1 Planning data. In order to address the above there is a requirement to collect site level data from the planning system on:

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- 15.1.1 Local authority
 - 15.1.2 Location corresponding to the planning application – the preferred method is the site boundary file. However, this could be another recognised geospatial locator. Best endeavours must be made to ensure this corresponds with the LA.
 - 15.1.3 Number of units
 - 15.1.4 Size category
 - 15.1.5 Site size (e.g. hectares)
 - 15.1.6 Floor space
 - 15.1.7 Tenure
 - 15.1.8 Developer name
 - 15.1.9 Expected commencement date
 - 15.1.10 *This list is not exhaustive and the provision of further site level data is encouraged.
- 15.2 Further it is expected that site characteristics are likely to influence the journey from application to completion, therefore it will be necessary to collect:
- 15.2.1 Methods of construction
 - 15.2.2 S106
 - 15.2.3 Land type (e.g. brownfield/greenfield)
 - 15.2.4 Land owner (e.g. public sector / developer)
 - 15.2.5 Status in five year plan
 - 15.2.6 Status in local plan
 - 15.2.7 *This list is not exhaustive and the provision of further site characteristics is encouraged.
- 15.3 For each stage of the planning system (e.g. application to permission) there is a requirement to collect:
- 15.3.1 Type of application made (e.g. outline, full, permission in principle)
 - 15.3.2 Decision outcomes at each planning stage

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- 15.3.3 Detail on decision outcomes e.g. number of pre commencement conditions, number of objections received
- 15.3.4 Date of decision at each planning stage
- 15.4 It is recognised that sites may re-enter the planning system, e.g. where an application is withdrawn and re-entered. The dataset will need to identify whether a site is a re-entry, in order that such sites are not counted twice when reporting the number of sites in the planning system and to allow for separate analysis of such sites.
- 15.5 Data described can be collected from the existing planning system.
- 15.6 For the published quarterly and annual statistic on the flow of residential planning permissions it is important to ensure consistency with previously published figures. This statistic shall follow these guidelines:
 - 15.6.1 Residential planning permissions (units and sites) over the last 12 months by local authority and site size for major and minor sites.
 - 15.6.2 Units granted residential planning permission are recorded when a residential development site receives:
 - 15.6.2.1 detailed residential planning permission; or
 - 15.6.2.2 approval of reserved matters.
 - 15.6.3 The figures exclude elderly people's homes, hostels and student accommodation.
 - 15.6.4 They include mixed use developments (commercial and residential) involving more than ten residential units.
 - 15.6.5 They are for England only.
 - 15.6.6 Units from different phases of a single residential development site are included in these figures only when planning permission is obtained for that phase.
 - 15.6.7 To avoid double counting units on residential development sites with planning permission are excluded where the residential development site has already received a planning permission within the previous twelve months. Only the units from the most recent planning permission are included.
 - 15.6.8 Where multiple planning permissions are given to a residential development site in the same quarter, only the most recent planning permission is included for the purpose of counting units with permission.
- 15.7 Development data. In order to address the objectives around construction data it will be necessary to collect data on:

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- 15.7.1 Development start date
 - 15.7.2 Development end date (the actual date that site is designated as complete)
 - 15.7.3 Expected development end date
 - 15.7.4 Number of units delivered
- 15.8 The Customer does not currently have a set definition of a site start or site completion. The Supplier shall define this, in line with industry standards, and to provide a definition to the Customer within the data dictionary. Such definitions shall be applied consistently across the dataset.
- 15.9 Further, to monitor whether site construction progress was as expected or whether there were barriers to this it will be necessary for data to be collected at regular intervals on:
- 15.9.1 Current status of site, this may include (not an exhaustive list) e.g. not yet started, continuing, stalling (stopping for a period of time) cancelling or selling site.
 - 15.9.2 Number of units started
 - 15.9.3 Number of units completed
- 15.10 As above, the Customer does not have a set definition of site status and expects the Supplier to define this as part of the data dictionary which will be agreed prior to commencement.
- 15.11 Data relating to construction will not be publicly available. It may be possible to acquire this data through direct communication with developers (e.g. telephone surveys) and/or indirect site monitoring (e.g. satellite mapping of sites). It should be noted that the Customer accepts novel methods of data collection (e.g. a combination of telephone surveys and satellite mapping) to address the policy objectives.

ANNEX 4 – SUPPLIERS RESPONSE (DATED 23/03/2018)

(As provided within the e-Sourcing event)

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ANNEX 5 – CLARIFICATIONS

NOT APPLICABLE.

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ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

1. DATA PROTECTION, SECURITY AND PUBLICITY

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

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- (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement;
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

1.5.4. not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
- (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

1.5.5. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.

1.6. The Supplier shall notify the Customer immediately if it:

- 1.6.1. notify the Customer promptly if the Supplier receives a Data Subject Access Request (or purported Data Subject Access Request);
- 1.6.2. receives a request to rectify, block or erase any Personal Data;
- 1.6.3. receives any other request, any complaint, notice or communication relating to either Party's obligations under the Data Protection Legislation;
- 1.6.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

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- 1.6.5. receives a request from any third Party for disclosure of Personal Data where that relates directly to its compliance with such request is required or purported to be required by Law; or Data Protection Legislation and/or the processing of personal data under or in connection with this Contract;
- 1.6.6. becomes aware of a Data Loss Event.
- 1.7. The Supplier's obligation to notify shall include the provision of further information to the Customer in phases, as details become available.
- 1.8. Taking into account the nature of the processing, the Supplier shall provide the Customer the Customer with full cooperation and assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made (and insofar as possible (within the timescales reasonably required by the Customer) including by promptly providing:
 - 1.8.1. the Customer with full details and copies of the complaint, communication or request;
 - 1.8.2. the Customer) in relation to any such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation; complaint, communication or request;
 - 1.8.3. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 1.8.4. assistance as if requested by the Customer following any Data Loss Event;
 - 1.8.5. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with Customer, provide a written description of the Information Commissioner's Office.
- 1.9. The measures that the Supplier shall maintain complete has taken and accurate records technical and information to demonstrate its organisational security measures in place, for the purpose of compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless: its Data Protection obligations in this Contract around Data Protection;
 - 1.9.1. the Customer determines that the processing is not occasional;
 - 1.9.2. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 1.9.3. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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- 1.10. The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 1.11. The Supplier shall designate a data protection officer if required by use its reasonable endeavours to assist the Customer to comply with any obligations under the Data Protection Legislation.
- 1.12. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:
 - 1.12.1. notify the Customer in writing of the intended Sub-processor and processing;
 - 1.12.2. obtain the written consent of the Customer;
 - 1.12.3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this agreement. **Error! Reference source not found.** such that they apply to the Sub-processor; and
 - 1.12.4. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 1.13. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.14. The Supplier may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. the Customer may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.16. The Supplier will not cause the Customer to breach any of the Customer's obligations under the Data Protection Legislation, to the extent the Supplier is aware (or ought reasonably to have been aware), that the same would be a breach of such obligations. It will not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission under Article 25(6) of Directive 95/46/EC without Approval from the Customer.
- 1.17. The Supplier will use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between the Parties).

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- 1.18. if Malicious Software is found, the Parties will co- operate to reduce its impact. If Malicious Software causes loss of operational efficiency or loss or corruption of Customer Data, the Parties will assist each other to mitigate any losses and to restore the provision of the Project.
- 1.19. The Supplier will not store, copy, disclose, or use the Customer Data except as necessary to perform its obligations under this Contract or where the Customer has given Approval.
- 1.20. If any Customer Data is held and/or Processed by the Supplier, the Supplier must supply that Customer Data to the Customer, at the time and in the format the Customer requests.
- 1.21. The Supplier is responsible for preserving the integrity of any Customer Data it holds or processes, and preventing its corruption or loss.
- 1.22. The Supplier will perform secure back-ups of all customer data and shall ensure that such back-ups are available to the Customer (or to such other person as the Customer may direct) on request.
- 1.23. The Supplier will ensure that any system it uses to holds any Customer Data, including back-up data, is secure. This system must comply with any security requirements and any government security requirement policy relating to this Customer Data.
- 1.24. If any time the Supplier suspects or has any reason to believe that the Customer Data is corrupted, lost or sufficiently degraded in any way, then the Supplier must notify the Customer immediately. This notification must contain information detailing the remedial action the Supplier proposes to take.
- 1.25. The Supplier may not make any press announcements or publicise this Contract or use the Customer's name or brand in any promotion or marketing or announcement of orders without Approval from the Customer.
- 1.26. The Supplier will seek the Customer's Approval before marketing their involvement in any Deliverable or draft Deliverable or entering into any industry awards or competition which will involve the disclosure of all or any part of any Deliverable or draft Deliverable

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ANNEX 7 – CHANGE CONTROL FORMS

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

Contract Name:

Contract Ref. No.

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

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

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



Change

Management Process

Change Control Process map:

CUSTOMER CHANGE NOTICE (CCN)

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

Initiated by:

[name/ job title/ organisation]

CCN Reference:

[unique ref. No., as recorded in Change Control Register]

Source of change:

[Customer/ CCS/ Supplier]

Date CCN
Raised by
relevant
party:

STAGE 1 - CUSTOMER

Summary of proposals/
requirements

This is a variation to the contract between the *[insert authority]* and *[insert supplier]*.

The Terms and Conditions of the Contract apply but with the following amendments:

Reason for change: *[change in customer requirements; savings initiative; change in law/ regulations etc]*

Proposed payment:

[lump sum/ ongoing payments]

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Required delivery date, with rationale:

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[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]

Change authorised to proceed to Stage 2
(Customer organisation representative)

--

Signature

--

Print Name & Position

--

Date

Change authorised to proceed to Stage 2
(CCS representative):

--

Signature

--

Print Name & Position

--

Date

STAGE 2 – SUPPLIER

Comments/ Caveats on requested change

[e.g. proposed implementation route; conditions of delivery]

CAPITAL / IMPLEMENTATION COST

Labour	
Materials	
Other Costs	
TOTAL:	

REVENUE COSTS (per annum)

	Contract Base Rate	Current Contract Rate
Breakdown		
TOTAL		

ABORTIVE COSTS:

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

NB: Any abortive costs to be discussed with the customer before being incurred

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Anticipated period from CCN being authorised by customer to start of related provision

Anticipated implementation period, if any

Signed (**Supplier Representative**):

Print Name & Position:

Date:

Change authorised to proceed to Stage 4 (CCS):

Signature

Print Name & Position

Date

STAGE 3 - CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on or don't agree with the supplier's proposals for CCN implementation.]

Clarifications/ queries to supplier regarding their proposals:

Date:

Supplier Response

Date:

STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

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CCN Withdrawn:

[Yes/ no]

By signing below, unless CCN is withdrawn, the [Customer / Authority, as defined in the contract] agrees to pay the [Supplier/ Contractor, as defined in the contract] the costs detailed in Stage 2, by deadlines agreed with the supplier, or as defined in the contract.

Signed
(Customer
Representative

Print Name & Position

Date:

Change
authorised to
proceed to
implementation
(CCS):

Signature

Print Name & Position

Date:

STAGE 5 - CCN COMPLETION SIGN-OFF

I confirm that the [works have been completed/ provision required under the CCN commenced] in accordance with the customer requirements and supplier proposals in this CCN.

Date works have been
completed/ provision
required under the CCN
commenced:

Date Signed
by Customer:

Signed
(Customer
representative)

Print Name &
Position

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**Contract Management Guidance – Template #10
CHANGE CONTROL FORM- Extensions – v. 5**

Contract Name:	XXXX	Contract Ref. No.	XXXX [Insert CCN Change Number]
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CLIENT CHANGE NOTICE (CCN)

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

Initiated by:	<i>[name/ job title/ organisation]</i>	CCN Reference:	<i>[unique ref. No., as recorded in Change Control Register]</i>
Source of change:	<i>[Customer/ CCS/ Supplier]</i>	Date CCN Raised by relevant party:	

STAGE 1 - CLIENT

Summary of proposals/ requirements :	Further to the current contract expiry date of <i>[insert date]</i> the <i>[insert contracting authority name]</i> wishes to take up the option of a <i>[insert extensions duration]</i> extension to <i>[insert new expiry date]</i> as per the <i>[Contract/ Agreement/ Call off]</i> . The contract extension will be in line with the current contract terms and conditions and based upon the initial pricing schedule.
--------------------------------------	---

Proposed payment:	<i>In line with the Terms and Conditions of Contract</i>
-------------------	---

Required delivery date, with rationale:	<i>[Contract current expiry date]</i>
---	---------------------------------------

Change authorised to proceed to Stage 2 (Customer organisation representative):	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative)	<input type="text"/>	<input type="text"/>	<input type="text"/>

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Signature	Print Name & Position	Date
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STAGE 2 – SUPPLIER

Comments/ caveats on requested change:	<i>[e.g. proposed implementation route; conditions of delivery]</i>
---	---

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

NB: Any abortive costs to be discussed with the client before being incurred

Anticipated period from CCN being authorised by client to start of related provision	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
--	---

[Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation

Signed (Supplier Representative):	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Print Name & Position:	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Date:	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>

STAGE 3 – CLARIFICATIONS

[this stage is to be used if CCS/ customer organisation are not clear on- or don't agree with the supplier's proposals for CCN implementation.]

Clarification/ queries to
to supplier regarding
their proposals:

Date:

Supplier response

Date:

STAGE 4 - CUSTOMER CCN SIGN-OFF TO PROCEED TO IMPLEMENTATION

Variation Withdrawn

By signing below, unless CCN is withdrawn, *the [Client / Authority, as defined in the contract]* agrees to pay the *[Supplier/ Contractor, as defined in the contract]* the costs detailed in Stage 2, by deadlines agreed with the supplier.

Signed
**(Customer
Representative)**

Signature

Print Name & Position

Date

Change
authorised to
proceed to
implementation
(CCS):

Signature

Print Name & Position

Date

STAGE 5 - CCN COMPLETION SIGN-OFF

[This section doesn't need to be filled in, if the extension is granted on the same terms and based on same rates as the original contract]

I confirm that the *[works have been completed/ provision required under the CCN commenced]* in accordance with the customer requirements and supplier proposals in this CCN.

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Date works have been completed/ provision required under the CCN commenced:

Date Signed by Customer:

Signed (Customer representative):

Print Name & Position

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