



**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated **23/07/2024** between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website [RM6100 Technology Services 3](#). The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

1. the Framework, except Framework Schedule 18 (Tender);
2. the Order Form;
3. the Call Off Terms; and
4. Framework Schedule 18 (Tender).



Section A General information

Contract Details:	
Contract Reference:	Project 8557
Contract Title:	Cloud Hosted Online Provider Data Self-Assessment Tool (PDSAT)
Contract Description:	Cloud-based (online) software development and maintenance as well as a technical helpdesk support service to deliver the full functionality of the Provider Data Self-Assessment Toolkit (PDSAT)
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	this £655,000.
Estimated Year 1 Charges:	£351,738
Commencement Date: this should be the date of the last signature on Section E of this Order Form	1 st August 2024

Buyer details
Buyer organisation name Department of Education's Education & Skills Funding Agency
Billing address Accounts Payable, ASC Purchasing, Cheylesmore House, Quinton Road, Coventry, CV1SWT. REDACTED Please provide PDF Invoices to the Contract Manager via REDACTED
Buyer representative name REDACTED Head of Post 16 Assurance; Corporate, Assurance & Restructuring Directorate
Buyer representative contact details Email: REDACTED
Buyer Project Reference project_8557



Supplier details

Supplier name

KPMG LLP

Supplier address

15 CANADA SQUARE, LONDON, E14 5GL

Supplier representative name

REDACTED

Supplier representative contact details

REDACTED

Order reference number or the Supplier's Catalogue Service Offer Reference Number

CCS ITT_51891; Project_49873.

Guarantor details

Guarantor Company Name

Not Applicable

Guarantor Company Number

Not Applicable

Guarantor Registered Address

Not Applicable

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Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input checked="" type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5) <input checked="" type="checkbox"/>
5	60 (5)

Initial Term (Months)

24 Months (2 years)

Extension Period (Optional) (Months)

12 months +12 months +12 months

Minimum Notice Period for exercise of Termination Without Cause 30 days

(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.



The Supplier shall provide the Services from the following Sites:

Buyer Premises:

All hosted data will be stored in the UK.

The Services will be delivered to:
Education and Skills Funding Agency
Cheylesmore House
Quinton Road
Coventry CV1 2WT

Supplier Premises:

15 Canada Square, London, E14 5G
1 Snow Hill Queensway, Birmingham B4 6GH
1 Sovereign St, Leeds, LS1 4DA

Third Party Premises:

Not Applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms. (Applicable where the supplier is issued DfE property)

Issued Property

- 1.1 In this clause "Issued Property" means all items of property belonging to the Buyer issued to the Supplier for the purposes of the provision of the Services
- 1.2 Issued Property shall remain the property of the Buyer and shall be used in the execution of the Contract and for no other purpose whatsoever, save with the prior written approval of the Buyer. Within a reasonable period, the Buyer shall re-issue Issued Property agreed to be defective or requiring replacement.
- 1.3 The Supplier shall be liable for any damage to Issued Property caused by misuse or negligence by the Supplier but shall not be liable for deterioration in Issued Property resulting from its normal and proper use in the performance of this Contract. The Supplier shall also be responsible for loss, including theft, of the Issued Property.
- 1.4 The Buyer will be responsible for the maintenance of the Issued Property. The Supplier shall be responsible for the safe custody of Issued Property and its prompt return upon expiry or termination of the Contract. Neither the Supplier nor its sub-contractors or other person shall have a lien on Issued Property for any sum due to the Supplier, sub-contractor or other person and the Supplier shall take all such steps as may be reasonably necessary to ensure that the title of the Buyer, and the exclusion of any such lien, are brought to the notice of all sub-contractors and other persons dealing with any Issued Property.

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

- The Technology Code of Practice
- Government Digital Service Standard
- ISO 27001
- ISO 27002



Performance Standard/Requirements	Description
All deliverables & outputs must meet all requirements set out in the GDS Service Standards	<ul style="list-style-type: none"> The Service Standard Apply the Service Standard in DfE
All services delivered to be GDPR compliant and in line with departmental policies	<ul style="list-style-type: none"> The GOV.UK Technology Code of Practice The GOV.UK Service Manual Guide to Data Protection ICO Personal information charter - Department for Education - GOV.UK (www.gov.uk) Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (share-point.com) Internal DfE guidance on GDPR
All services to be delivered in line with the Agile methodology	<ul style="list-style-type: none"> GOV.UK Agile Delivery
All services to be delivered in line with the DfE technical standards	<ul style="list-style-type: none"> DfE Technical Guidance DfE Architecture DfE Technology Stack & Technical Guidance
All services to meet the performance standards and expected skills of the roles set out in the DDaT Profession Capability Framework	<ul style="list-style-type: none"> DDaT profession capability frameworks Communities - Service Manual - GOV.UK (www.gov.uk)
All services to meet Accessibility standards	<ul style="list-style-type: none"> Understanding accessibility requirements for public sector bodies Understanding WCAG 2.1 https://design.education.gov.uk/accessibility
All services to adhere to the government Design System and DfE standards (unless agreed otherwise with the Service Owner)	<ul style="list-style-type: none"> GOV.UK Design System User-centred design in DfE

The Buyer shall set out specific standards for each SOW for any ad hoc requirements.

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.



policy-dfe-informati
on-security.docx

Buyer ICT Policy



Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - £5,000,000

Professional Indemnity Insurance (£) - £1,000,000

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

The Buyer is responsible for providing timely data and support required by the Supplier for effective delivery of the service.

Goods

Guidance Note: list any Goods and their prices.

Not applicable.

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>



Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input checked="" type="checkbox"/>
S2: Testing Procedures	<input checked="" type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	<input type="checkbox"/> Not Applicable
S4: Staff Transfer	<input type="checkbox"/> Not Applicable
S5: Benchmarking	<input type="checkbox"/> Not Applicable
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/> Not Applicable
S9: MOD Terms	<input type="checkbox"/> Not Applicable

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input checked="" type="checkbox"/>
C2: Security Measures	<input checked="" type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/> Not Applicable

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

For the purposes of this Order Form, the parties agree that the following additional terms shall apply to the RM610 Technology Services 3 Lots 2, 3 and 5 Call Off Terms:

1. Clause 4 - Due Diligence

1.1. Insert a new clause 4.3, *“If a Party becomes aware of any material inaccuracies or omissions in the assumptions, dependencies or any change of circumstance that may have an impact on the Services, that Party shall notify the other Party as soon as reasonably practicable. Where a Party considers that a Change is required, either Party may request or recommend a Change in accordance with the Change Control procedures set out in the Order Form.”*

2. Clause 6 – Contract Period



2.1. Clause 6.1.2: the parties agree that any subsequent extensions beyond the Initial Term (2 years) will be subject to the mutual agreement of the parties including the agreement of commercial terms for any extension period(s).

3. **Clause 19 - Liability**

3.1. In Clause 19.4.1 insert, "*whether arising in contract, tort (including negligence) or otherwise*" immediately before the words, "*that is caused by Defaults*".

3.2. In Clause 19.4.4 insert, "*whether arising in contract, tort (including negligence) or otherwise*" immediately before the words, "*that is caused by Defaults*".

3.3. At the beginning of Clause 19.8 include the following:

"The indemnities in this Contract and the limitations of liability in this Clause 19 apply to all Supplier Persons as a whole so that they apply to all liabilities incurred under or in connection with this Contract by the Buyer to all Supplier Persons in aggregate."

3.4. Clause 19.8.5 shall be replaced with the following: "*any proportion of a Regulatory Fine incurred by the Buyer pursuant to Law (including reasonable costs incurred by the Buyer in defending any proceedings which result in such Regulatory Fine) to the extent such proportion of the Regulatory Fine: (i) is directly attributable to Supplier's breach of this Contract; (ii) has been identified by the regulatory body issuing the Regulatory Fine as having been imposed on the Buyer in respect of the Supplier's breach of this Contract; (iii) is not related to Buyer's breach of this Contract, its regulatory requirements and/or other applicable laws, and (iv) is recoverable as damages by the Buyer against Supplier under applicable law and this Contract.*

Nothing in this clause shall require Supplier to pay the Buyer any damages for the recovery of any Regulatory Fine or proportion thereof to the extent any such payment would be illegal, or in breach of any regulatory requirements or any order or direction of a regulator.

For the purposes of this clause, "Regulatory Fine" means a fine or penalty levied by a regulator against the Buyer arising from a breach of applicable law or Regulatory Requirements related to the activities under this Contract."

4. **Intellectual Property Rights (Clauses 20 – 23)**

4.1. For the purpose of the Order Form:

4.1.1. Any derivative works, enhancements or improvements to the Supplier Background IPRs, Supplier COTS Software or Supplier COTS Background IPRs which are used to provide the underlying Services including: methods in its work, working papers, methodologies, and any associated or related in-



formation maintained by the Supplier in any form (whether oral, written, visual, electronic or other) related to how it provides the Services and all intellectual property vested therein, including the underlying Platform or cloud hosting infrastructure (but excluding all items detailed in paragraph 4.1.2 below) and which are created in the performance of this Contract shall remain and/or vest automatically in the Supplier, shall not be considered Project Specific IPRs or Specially Written Software and shall form part of the Supplier Background IPRs, Supplier COTS Software or Supplier COTS Background IPRs.

4.1.2. The parties agree that: i) the PDSAT reporting function (including cross-ILR reports); ii) source of funding filters; iii) the sampler/working papers and functionality for generating learner samples and working papers for audit testing; and iv) coding to run the exception reports and the outcomes in the format specified, shall be considered Project Specific IPR and shall vest automatically in the Buyer in line with Clause 21.1 and 21.2.

4.2. Parties hereby agree that there is no Specifically Written Software expected to be provided under this Order Form.

4.3. In Clause 21.4.2, the words *"for which the Supplier delivers a copy to the Buyer"* shall be deleted and the following words shall be inserted at the end of this provisions *"and provided also that the Buyer shall have the right to use the licence to access and retrieve any Buyer Data and Project Specific IPR"*.

4.4. The Supplier agrees that the licences granted by the Supplier to the Buyer in clause 21 entitle the Buyer to allow access by training providers, auditors and ESFA staff. Any licences granted beyond those set out in this clause (i.e. to other third parties) must be notified by the Buyer and approved by the Supplier.

4.5. Insert the following as new sub-clauses into Clause 23:

*"23.4 A party claiming under an indemnity under this contract (the **"Indemnified Party"**) must:*

*23.4.1 give the party providing the indemnity (the **"Indemnifying Party"**) prompt notice of the claim or allegation;*

23.4.2 permit the Indemnifying Party to control the defence and settlement of the claim or allegation;

23.4.3 make no admission and enter into no settlement relating to the claim without Indemnifying Party's prior written consent; and

23.4.4 provide the Indemnifying Party with such assistance as the Indemnifying Party reasonably requests.

23.5 With respect to any claim under the indemnity at Clause 23.1 which the Indemnified Party, acting reasonably, considers is likely to have an adverse



impact on the general public's perception of the Indemnified Party (a "Sensitive Claim"), the Supplier shall be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim only with the Indemnified Party's prior written consent. If the Indemnified Party withholds such consent and elects to conduct the defence, dispute, compromise or appeal of the Sensitive Claim itself, it shall conduct the Sensitive Claim with all due diligence and if it fails to do so, the Supplier shall only be liable to indemnify the Indemnified Party in respect of that amount which would have been recoverable by the Indemnified Party had it conducted the Sensitive Claim with all due diligence. The Indemnified Party shall be free at any time to give written notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any such claim if, in the reasonable opinion of the Indemnified Party, the claim is, or has become, a Sensitive Claim."

5. Clause 34 - Protection of Personal Data

5.1. In clause 34.12.3 (i) delete the words, "*which give effect to the terms*" and insert "*on substantially the same terms*" and (ii) delete "*this Clause 34 such that they apply to the Sub processor*" and insert, "*Clause 34.2 to 34.15.*"

6. Clause 35 - Supplier Termination Right

6.1. New Clause 35.2.3 shall be inserted, "*The Supplier may terminate this Contract by giving notice to the Buyer immediately if a change of law, rule, regulation or professional standard, or circumstances arise that the Supplier reasonably believes would cause the relationship between the parties to violate such law, rule, regulation or professional standard or would prejudice any Supplier Person's ability to comply with applicable auditor independence requirements.*"

7. Clause 36 – Consequences of Termination and Expiry

7.1. At clause 36.3.1(a) after the words "any amount outstanding" include the words "*including a sum for any work performed up until at the date of termination not previously invoiced by the Supplier which shall be calculated using the applicable rates and subject to production of reasonable evidence of the work done.*"

Part 2- SaaS

1. Definitions

1.1. The following expressions have the following meanings in this Part 2 of the Supplier Terms:

'**Access Period**' means the period set out in the Order Form during which Authorised Users shall have access to the Services;

'**Authorised Purpose**' means use for the Buyer's own internal business purposes in accordance with this Order Form;



'Authorised Users' means the individuals agreed between the Parties in the Order Form and in respect of which Buyer has paid the relevant Charges and provided the information required to permit access to the Services;

'Customisation Services' means any customisation of the Services in accordance with the Specification;

'Documentation' means any user instructions and all other written or electronic information (if any) supplied to the Buyer by the Supplier concerning the Services as may be updated from time to time by the Supplier; and

'Specification' means the specification set out in the Order Form (or attached to it).

2. Supply of the Service

- 2.1. In consideration of the payment by the Buyer of the Charges, the Supplier shall provide the Services to the Buyer for the Authorised Users during the Access Period. The Buyer shall ensure that the Services and any Documentation are only used for the Authorised Purpose.
- 2.2. The Supplier grants to the Buyer and the Authorised Users a non-exclusive, non-transferable, licence to use the Services and any Documentation, during the Access Period solely for the Authorised Purpose.
- 2.3. The Supplier does not warrant that operation of Services and any Documentation will be uninterrupted or error free and accepts that access may be suspended for routine or emergency maintenance or events beyond the Supplier's reasonable control. The Buyer acknowledges that the Services and any Documentation are standard products provided on an 'as is' and 'as available' basis, and have not been customised or otherwise tailored for the Buyer's specific needs. In providing the Services the Supplier is providing generic interactive information or training and is not providing any specific advice upon which the Buyer or any Authorised User should rely.
- 2.4. Where the Order Form includes Customisation Services, paragraphs 2.5 to 2.7 below shall apply.
- 2.5. In relation to the Customisation Services:
- 2.6. The Supplier shall use reasonable endeavours to meet any timescales set out in the Specification;
- 2.7. The Buyer shall comply with its obligations set out in the Order Form or Specification and provide such Buyer Data reasonably required by the Supplier to provide the Customisation Services; and
- 2.8. The Parties shall follow the review and acceptance process for the customised Services set out in the Specification.
- 2.9. The Buyer accepts that access may be suspended for routine or emergency maintenance or events beyond the Supplier reasonable control.

3. Buyer Obligations

- 3.1. The Buyer shall only allow Authorised Users to access and use the Services and any Documentation during the Access Period, and shall at all times ensure that only the Number of Authorised Users access and/or use the same. Subject to any rights the Buyer has to sub-licence, the Buyer shall not allow any third party to access or use the Services and any Documentation, except as expressly permitted by the Order Form or with the Supplier's prior written consent.
- 3.2. The Buyer may make only so many copies of any Documentation as are necessary for the Buyer's (or any Authorised User's) use of the Documentation in accordance with this Order Form. The Buyer shall ensure that all copies of any Documentation (whether stored electronically or otherwise) shall reproduce all Supplier proprietary notices contained on the original version.
- 3.3. The Buyer is responsible for providing any computer equipment and software, and establishing its own Internet connection, as required to receive the Services.
- 3.4. The Authorised Users may be required to acknowledge and comply with any website terms, end user licence terms, mobile application terms of use and privacy policy when they access or download the Services.
- 3.5. The Buyer shall be responsible for ensuring that it and all Authorised Users ensure that any computer equipment used to access the Services has appropriate firewalls and anti-virus software in



place; and comply with any relevant legislation or other legal requirement and the provisions of this Contract relating to its/their use of the Services and any Documentation, and the Buyer shall be liable for any acts or omissions of the Authorised Users which are in breach of this Contract.

4. Warranties

- 4.1. All warranties and undertakings under the Contract are limited to those set out in the Contract and any implied terms, conditions, undertakings or warranties whether arising through custom, statute or otherwise are excluded to the fullest extent permitted by the Law.
- 4.2. The Buyer warrants and undertakes to the Supplier that:
- 4.3. It shall not remove or obscure any copyright notice of the Supplier or its licensors from any part of the Services or any Documentation or any other asset or deliverable under the Services without the Supplier's written permission;
- 4.4. The Buyer Data is accurate and that it has the right to provide the Buyer Data to the Supplier under this Contract; and
- 4.5. It shall not knowingly infringe (and shall procure that its Authorised Users shall not knowingly infringe) the intellectual property rights owned or licensed to the Supplier in the Services and any Documentation or any other asset or deliverable under the Services.

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/> Not Applicable
Northern Ireland Law	<input type="checkbox"/> Not Applicable
Joint Controller Clauses	<input type="checkbox"/> Not Applicable

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

In lieu of the Schedule S3 (Security Requirements), the Supplier shall comply with the embedded Mid Tier Schedule 16 Buyer Specific Security Requirements:



mid-tier-schedule-1
6-buyer-specific-seci



Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not applicable

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

1.1. All Supplier Staff working on services in relation to this Contract will need to undertake, as a minimum, a BPSS security check. Any enhanced security requirements (e.g., SC etc) will be detailed in the Statements of Work.

1.2. The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the vetting procedure of HMG Baseline Personnel Security Standard or through the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process, immediately to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Call Off Contract, is entirely at the Buyer's sole discretion.

1.3. The Supplier shall be required to undertake annual periodic checks during the Call Off Contract Period of its Staff, in accordance with HMG Baseline Personnel Security Standard so as to determine the Supplier Staff suitability to continue to provide Services under the Call Off Contract. The Supplier shall ensure that any Supplier Staff who discloses a Relevant Conviction (either spent or unspent) or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is immediately disclosed to the Buyer. The Supplier shall ensure that the individual staff member immediately ceases all activity in relation to the Call Off Contract, until the Buyer has reviewed the case, on an individual basis, and has made a final decision.

1.4. Where the Buyer decides that a Supplier Staff should be removed from performing activities, as a result of obtaining information referred to in clause 1.2 and/or 1.3 above in relation to the Call Off Contract, or for any other reason, the Supplier shall promptly and diligently replace any individual identified.

1.5. Please refer to the defined terms section for further information on 'Conviction' & 'Relevant Conviction'.

Term	Definition
Conviction	Means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order
Relevant Conviction	Means a Conviction that is relevant to the nature of the Services to be provided, at the discretion of the Buyer

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not applicable



Crown
Commercial
Service



Crown
Commercial
Service

Section D Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

REDACTED



Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	REDACTED
Job role/title	Director
Signature	REDACTED
Date	23/07/2024

For and on behalf of the Buyer

Name	REDACTED
Job role/title	Commercial Lead
Signature	REDACTED
Date	23/07/2024



Attachment 1 – Services Specification

1. PURPOSE

- 1.1 The Supplier shall provide ongoing software development, deployment, technical maintenance and support contract that will provide the continuing delivery of the full functionality of a cloud hosted web based and secure Provider Data Self-Assessment tool (PDSAT) and technical helpdesk support.
- 1.2 The Supplier shall provide delivery of the full functionality of PDSAT suite of reports for analysing the Individualised Learner Record data (ILR) sampler/working paper module and help desk facility with continuous undisturbed service to be fully mobilised from the start of service commencement for registered service users.
- 1.3 The contract will commence on 1st August 2024 and full uninterrupted functionality and service by the supplier must be in place for use in the current 2023 to 2024 academic year (referred to as 2023/24), followed by planning, development, and release of the refreshed tool for the 2024/25 academic year and subsequent annual refresh and maintenance beyond.
- 1.4 The contract award will be for an initial period of 24 months, with options for extensions for three 12-month periods (+12 months+12 months +12 month. .The full service must be in place from start of contract with ongoing maintenance, bug fixes and then refreshed each year in line with phase 1, phase 2 and continuous improvement implementation plan.

2. BACKGROUND TO THE CONTRACTING BUYER AND PDSAT

- 2.1 The Education & Skills Funding Agency (ESFA) is the contracting authority (Buyer). ESFA is an executive agency, sponsored by the Department for Education (DfE). It funds education and skills training for children, young people and adults in England.
- 2.2 The further education (FE) and skills sector comprises around 1,950 colleges and training organisations (referred to as “training providers”), employers and around 1,000 organisations with which colleges and training organisations subcontract.
- 2.3 Training providers receive funding directly from the DfE/ESFA or via Combined Authorities (Mayoral Combined Authorities (MCA’s) or the Greater London Authority (GLA), other funders for training delivery.
- 2.4 Training providers return data relating to their learners, including learners’ personal information and details, and learning programmes in the form of Individualised Learner Records (ILR). The ILR contains personal and sensitive data as defined under the Data Protection Act. The ILR may be submitted by providers to ESFA monthly but there are also key dates when providers must submit their ILR data to



ensure they are correctly funded. The ESFA uses this data for several purposes, including:

- 2.4.1 calculating the funding earned by training providers,
- 2.4.2 comparing actual volumes and costs against contracted levels,
- 2.4.3 providing management information, including performance indicators, which are used to manage the current programmes and to assist with the development of future programmes,
- 2.4.4 providing information about the effectiveness of the learning programmes in terms of who they reach, what learning they receive and what outcomes are subsequently achieved,
- 2.4.5 ensuring that public money distributed through the ESFA is being spent in line with government targets for quality and value for money, for planning, and to make the case for the sector in seeking further funding.

2.5 The Provider Data Self-Assessment Toolkit (PDSAT) is a tool provided by ESFA's Corporate Assurance and Restructuring Directorate Assurance (**CARDA**) division. CARDA are responsible for managing and monitoring the PDSAT contract.

2.6 The PDSAT tool is available for analysing learner and learning delivery data contained in training providers' ILRs. PDSAT outputs investigative reports allowing training providers to identify and investigate potential anomalies and to revise their own ILR data where required before submission to the ESFA/DfE. PDSAT tool also has the facility to allow users to input and save annotations to facilitate their review of PDSAT reports. The tool allows training providers to cleanse the ILR reducing the risk of returning inaccurate ILR data to ESFA/DfE thereby potentially avoiding audit issues that can result in clawback of funding.

2.7 PDSAT is used regularly by training providers as a tool for maintenance or validation of ILR data. PDSAT is also used by funding auditors for assurance visit preparation, testing and reporting. PDSAT is essential for CARDA assurance team and other auditors, when they carry out their funding assurance reviews, to confirm whether funds claimed by training providers via the ILR comply with funding rules. CARDA has an annual programme of over 100 funding assurance reviews. The functionality of the tool must be available continuously throughout the year. Each year the PDSATs are refreshed following the annual update of funding rules, ILR, FIS and audit requirement updates. PDSAT updates are also undertaken during the year where required. Following each annual refresh or update, prior periods PDSATs continue to be available as well as the current year.

2.8 Prior to the 2022/23 the PDSAT was a desktop-based tool. From 2022/23 the PDSAT application is delivered via a cloud based web platform hosted by the Supplier.



DfE/ESFA require the continuing availability of the cloud based PDSAT tool (i.e., via a supplier hosted Platform) from the start of service commencement.

2.9 Users of PDSATs upload ILR data files, in both xml format and/or CSV format, for processing. Funding Information Service tool (FIS) is a desktop application provided by the Education and Skills Funding Agency's data collections system linked **<https://submit-learner-data.service.gov.uk/publicdownloads/DesktopSubmit>** Learner Data (SLD) portal. FIS generates CSV files.

2.10 Further information on the ILR, FIS specifications, SLD portal, and ILR data collection deadlines are available on gov.uk, and a list of useful links is available in the Document Room 'Key relevant gov.uk publications':

2.10.1 Individualised Learner Record (ILR) technical documents, guidance and requirements (submit-learner-data.service.gov.uk).

2.10.2 Individualised Learner Record (ILR) - GOV.UK (www.gov.uk)

2.10.3 Submit learner data (submit-learner-data.service.gov.uk).

2.10.4 FIS (Funding Information Service) tool (submit-learner-data.service.gov.uk)

2.10.5 Data collection: Data collection dates for the 2022 to 2023 ILR – ESFA help centre (education.gov.uk) <https://www.gov.uk/government/publications/lrs-maintenance-schedule/2023-to-2024-schedule-for-uploading-ilr-achievement-data-to-the-plr>

2.11 The Supplier must have a good up to date working understanding of the above.

3. OVERVIEW OF THE REQUIREMENT

3.1 PDSAT software application provided by ESFA produces a series of reports to test the integrity of ILR data. Whilst the PDSAT outputs investigative reports allowing training providers to check, review and revise their own ILR data before submission to the ESFA, the full range of the functionality of the PDSAT is also essential for CARDA and other auditors when they carry out their funding assurance reviews to confirm funds claimed via the ILR comply with funding rules.

3.2 There are two key components of PDSAT: i) reporting function- error and exception reports and ii) sampler/working paper functionality for generating learner samples and working papers for audit testing (sampler/working paper):

3.3 Reporting function: PDSAT interrogates ILR data and outputs indicative potential error and exception reports (c100 reports) to an excel workbook, based on areas of concern and risk. These reports allow training providers to identify and investigate potential anomalies in their ILR data and funding claim, cleanse the data where necessary before submission to the ESFA/DfE. The functionality includes cross ILR



reports which compare data from two ILR's to identify changes between the two. Users can annotate these reports.

3.4 Sampler/working paper function: For ESFA or training provider commissioned auditors to carry out their work. This allows learner samples to be generated from the training provider learner population output from ILR to an excel workbook. The sampler function also outputs a suite of working papers in excel containing tests which auditors are required to complete.

3.5 CARDA auditors use both PDSAT reporting tool and the sampler/working papers when carrying out assurance reviews of training providers. Training providers, or their internal audit teams (in some cases providers will outsource internal audit to third party audit firms), external auditors and other consultants, can also access and use this facility if they wish to perform their own assurance reviews. Suppliers must ensure that different types of users are allowed access when considering secure access rights for authorised users.

3.6 The Supplier must continue the 2023/24 suite of PDSAT reports and functionality, to ensure continuous availability and plan for future updates as specified in the Timing of PDSAT release and service delivery section. The current year specifications for the phase 1 and phase 2 are included in the ITT document room ITT **Annex 1**



attached.

Annex1 Document Room.zip

3.7 Users requiring access to the PDSAT must go through a registration and approval process using the Supplier online portal to gain access to the PDSAT.

3.8 Users have access to UK based PDSAT helpdesk facility. Help desk, user registration and management are essential parts of the service requirement and the Supplier must ensure this functionality continues as a service.

3.9 For reference, the current PDSAT online tool and useful information is available at this link:

<https://www.gov.uk/government/publications/ilr-data-provider-data-self-assessment-toolkit-pdsat>

4. SCOPE OF REQUIREMENT

4.1 The Supplier shall deliver and maintain a cloud hosted online based PDSAT allowing concurrent access and consisting of the following elements of delivery without service disruption from 1 August 2024 and ongoing development of an online application that covers the following requirements:

4.2 The full suite of PDSAT comprises of:



- 4.2.1 development and maintenance of the full PDSAT suite of reports (currently c100) for analysing and reporting of ILR data received by the DfE/ESFA from training providers for all training programmes and funding lines (such as ESFA funding for apprenticeships, adult education budget and 16 to 19 provision) and provision funded by advanced learner loans and provision funded by Mayoral Common Authorities. The number of funding streams and/or funding methodologies may change in future so the solution must be flexible and responsive to future changes and new or changing training programmes.
- 4.2.2 cross-ILR reports which a) compare data between two different data sets: any two different periods ILRs to identify and report on changes made between the two submissions and b) can be run using two ILRs for the same provider, for two different periods in one year, or two different periods in two different years.
- 4.2.3 the ability to filter PDSAT reports to the different sources of funding (ESFA and specific MCA/GLA).
- 4.2.4 the facility for users to add free text annotations to the report output.
- 4.2.5 development and maintenance of the PDSAT sampler/working paper: The sampler function produces a random sample of learners from the full ILR for any combination, including a sample of learners from a single funding stream (funded training programme) or all funding streams at the same time, The sampler enables data for the population and learner sample to be output from the ILR into worksheets in excel format. The sampler function also outputs a suite of audit working papers containing pre agreed tests which auditors require for checking the learner samples for any or all funding streams, in the same excel workbook as the population and sample data.
- 4.2.6 And Continued maintenance of the above PDSAT application including:
 - 4.2.6.1 Regular (circa monthly) updates containing Learning Aim Reference Service (LARS) data and other updates to reference data.
 - 4.2.6.2 Bug fixes as issues are discovered either by the Supplier, reported to the Helpdesk, raised directly by the Buyer or raised through user feedback.
 - 4.2.6.3 Managing and dealing with minor or serious incidents, loss of service and actual or potential data breaches.
- 4.3 PDSAT must include a user-friendly dashboard view of reports allowing viewing and exploration of return data within the online tool, and ability to select a previously loaded return and facility to select different reports tabs to navigate through the dashboard must be available. There must be functionality for users to view and access key return data such as metadata to identify the return; upload a number of returns for processing at the same time; receive notification of the time required /remaining to process the return and failed return uploads; ability to delete



unprocessed returns, and optional user-friendly tags to facilitate the identification of the return users are processing.

- 4.4 There are peak periods of usage when ILR submissions are required (month end), and when the ILR submission for the academic year closes in October (the R14 deadline). The Supplier must ensure that PDSAT has capacity to accommodate peak demand and so minimise any adverse impact on users. The Supplier must track activity and the service must be flexible to respond to increased user activity at peak usage.
- 4.5 The requirement is for a full suite of PDSATs for the current year, including prior years refreshed, updated and re-worked each year as stated in the PDSAT release and service delivery section to reflect the changes in the ILR and/or funding rule changes which impact on accuracy of the ILR data return.
- 4.6 The development of PDSAT must be responsive to potential changes e.g. the 2024/25 FIS developments and any changes either to the ongoing availability of FIS, changes to ESFA funding methodology and audit requirements.
- 4.7 CARDA will agree annually the PDSAT work requirements with the Supplier in conjunction with other functional areas, including funding policy and assurance colleagues within the ESFA and MCA's/GLA. Further additional specific data reports from current and previous years may be requested. PDSAT update for 2023/24 academic year is currently in progress.
- 4.8 Typically, the whole suite of PDSATs is rolled over from one funding year to the next. The Supplier must note that the PDSAT is driven by the published funding rules (refreshed each academic year), ILR specifications and use of up-to-date FIS, and there may be changes in this which result in new reports or changes to existing ones. Where there are changes, the PDSAT report, and sampler/working papers must be updated to reflect the latest position.
- 4.9 The Supplier must familiarise themselves with the current PDSAT specifications and guidance documents as well as additional useful information included as part of the tender documentation for reference purposes, available in the document room at Annex 1:
- 4.9.1 Specifications of the PDSAT reports for 2023/24 - list of ESFAs specification for PDSAT errors and exception reports, cross ILR and their functionality (excel worksheet document).
- 4.9.2 Specification of the 2023/24 sampler and audit working papers – details ESFAs specification for the sampler/working papers (PDF document)
- 4.9.3 PDSAT and Cross ILR reporting templates for 2023/24 - blank PDSAT reports and cross ILR output templates (3 excel worksheet documents)



- 4.9.4 Sampler and audit working papers output template for 2023 to 2024 funding year – blank template (excel worksheet document)
- 4.9.5 PDSAT guidance (PMOA G2 PDSAT review notes 2022 2023) explains to users how to use PDSAT output reports for the 2022 to 2023 academic/ funding years (PDF document).
- 4.9.6 PDSAT information (Link to PDSAT online, and previous PDSAT desktop versions, and PDSAT review guidance) available on gov.uk: ILR data: provider data self-assessment toolkit (PDSAT) - GOV.UK (www.gov.uk) and other useful gov.uk links and other useful gov.uk links

5. USER ACCESS AND SUPPORT

- 5.1 The online service must support registration, validation, authentication and reporting on users. Users may have different privileges and must follow clearly articulated rules for registration and access. Multi-factor authentication must be enabled for users to log in. Users would include training providers, and DfE/ESFA and devolved authority staff, and others such as external audit firms and consultants working in further education carrying out reviews. The facility for secure online access must be included and priced into the bid.
- 5.2 The full PDSAT suite and functionality must be available to users approved by ESFA to register (currently c 2000 training organisations). The facility to register must be available online, and ESFA approval must be inbuilt into the registration process. The PDSAT full scope of functionality must be scalable as more providers register to deliver training. Authorised users must continue to have access from 1st August 2024.
- 5.3 The cloud-based service must allow multiple concurrent users and capacity to ensure the PDSAT functionality remains stable at peak times for each month end ILR return and the year-end returns (in October) when there will be a spike in user activity. The spike in activity in October will be both from training providers finalising their ILR submissions and also due to auditors aiming to complete their audits prior to ILR submission deadline in October every year.
- 5.4 Currently, registration of users and sign-in is managed through the website of the supplier. This online registration is distinct to the Department of Education (DfE) managed training provider single DfE sign-in for submitting ILRs to the ESFA. In the future, the sign-in process for training provider users of PDSATs who submit an ILR to ESFA, may need to be aligned to the single DfE sign in. The Supplier must work with the ESFA/DfE to support any changes.

6. USER FUNCTIONALITY

- 6.1 Users of PDSAT (Users) must have the facility to:



- 6.1.1 log on to the online portal supplied by the supplier, using a Supplier operated multi-factor authentication (either email or text sent to users registered phone or email), and secure online log-in facility.
- 6.1.2 upload (and remove) ILR data into PDSAT as either XML files or FIS generated CSV files into PDSATs for any period in the current year (2023 to 2024) and for all previous years (currently 2021/22 and 2022/23).
- 6.1.3 have the ability to obtain the working paper files which contain population and learner samples on FIS generated CSV files, once uploaded.
- 6.1.4 view only their own organisation's reports and dashboards, assuming the relevant data is present.
- 6.1.5 run cross-ILR reports on appropriate data uploaded.
- 6.1.6 add free text annotations to reports.
- 6.1.7 export reports into Excel (ensuring output reports are user friendly and appropriately formatted).
- 6.1.8 re-run PDSAT reports for different funding periods within a specific year for the same provider.
- 6.1.9 Run PDSAT suite of reports, including cross ILR and sampler for all previous funding periods (currently 2021/22, 2022/23) as well as for the current (2023/24) and subsequent funding periods as refreshed each year
- 6.1.10 have different permissions based on their user types. There are three different categories of user currently:
 - 6.1.10.1 Organisation Owner – between one and three organisation owners or superuser for each approved organisation/training provider. The organisation owner is able to set up, edit, delete users within the organisation, other users from the same organisation. Organisation owners have the same access in relation to upload, view and download as the Uploader role.
 - 6.1.10.2 Uploader – can view and run all reports dashboards, upload ILR (XML and FIS generated CSV files); delete files and add annotations. There can be multiple uploaders within organisations.
 - 6.1.10.3 Reviewer – A reviewer will be able to navigate through the platform and view all reports and dashboards. They are able to export reports and upload annotations. They cannot upload ILR or FIS generated CSV files or delete reports. This role is intended to function as a “read-only” type of user. There can be multiple reviewers within an organisation.



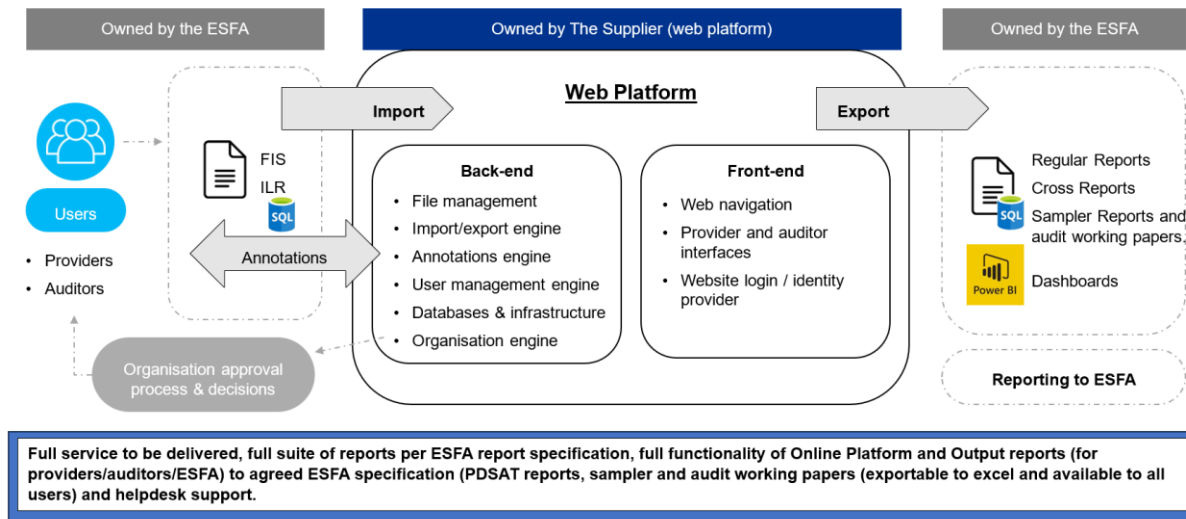
- 6.2 Registered users (organisation owners – as specified above) must have the ability to request/create new users within their own organisation and assign appropriate user permissions as well as removing and modifying these users. There must be the provision for multiple users within an organisation (typically 6 but currently up to 10 users per organisation are allowed). User organisation owners must have the ability to request/create new users within their own organisation and assign them appropriate user permissions as well as removing and modifying these users. There must be a facility to increase/vary the number of users for organisations or auditors specified by the DfE/ESFA.
- 6.3 New training providers or auditors must be able to request creation of an account, which is subject to approval by the ESFA. The functionality must allow workflow to deal with rejections or requests for further information before authorisation is granted.
- 6.4 Organisations currently have a limit on the number of ILR and/or FIS generated CSV sets they are able to retain on the platform to ensure storage efficiency (currently limited to 24 per organisation/user but flexible). There must be flexibility or a facility to increase the number of data sets for organisations or auditors specified by the DfE/ESFA.

7. TECHNICAL

- 7.1 The Supplier must include the provision of a cloud hosted secure online platform, storage and infrastructure to allow training providers or auditors to access the secure online functionality, run the reports and output the results as depicted in the PDSAT schematic below. The current cloud based application uses Azure cloud. The solution must be scalable, adaptable and easily updatable while being platform agnostic.
- 7.2 The functionality must allow multiple users. 150 external concurrent users are allowed access at a time. The Supplier shall provide require scalability to accommodate increasing volumes.
- 7.3 The current application front end is built in Python, Flask and HTML, while using SQL and ADF in the back end. ILR and FIS generated CSV files imported into PDSAT is processed and stored in SQL Server, using Microsoft SQL Server and triggered by ADF. See PDSAT schematic diagram below.



PDSAT Schematic



7.4 The schematic outlines the high level PDSAT tool. Suppliers should note that ESFA owns the rights to the coding for the PDSAT reports, sampler and working papers. The ESFA does not own the cloud based platform and infrastructure which hosts the PDSAT. The Cloud hosting infrastructure must be supplied as part of the service and its cost included in the Charges.

7.5 All data must be stored within a secure, externally penetration (pen) tested, UK hosted, Supplier-maintained cloud environment.

7.6 The PDSAT functionality must include the following features:

7.6.1 Importing and reporting on an ILR XML input

7.6.2 Importing and reporting on an ILR using FIS generated CSV file format

7.6.3 Facility to filter reports and sampler both at a high level, eg source of funding level, both at the overall level and at individual report level

7.6.4 Cross-ILR functionality, i.e. comparing ILR from two different periods and reporting changes, exportable to Excel

7.6.5 PDSAT reports, sampler/audit working paper production, exportable to Excel.

7.6.6 The work specification requirements will be agreed annually by the ESFA in writing with the Supplier during the contract period which will include delivery milestones. The delivery of phases will be as agreed in the implementation plan to ensure that delivery deadlines are met.

8. PDSAT HELPDESK SUPPORT



- 8.1 The Supplier shall provide a UK based help desk support facility. The UK based staffed technical helpdesk service available to all registered users and those seeking access to PDSATs to deliver assistance, address user queries on all aspects of the PDSAT functionality, including uploading ILRs, running and downloading PDSAT reports, registration of access. The helpdesk support must have appropriate capacity and capability to respond in a timely manner and to manage the volumes and types of queries to resolve issues. Helpdesk facility to be available continuously from commencement of service.
- 8.2 In the event of a new Supplier 1 June 2024 after a period of handover and transition. The Supplier must quickly build up and maintain a detailed understanding of the full range of PDSAT functionality to support all users.
- 8.3 The Supplier shall provide staffed UK-based 9am – 5pm email Helpdesk to provide users of PDSAT with technical support within the following timescales:
- 8.3.1 All queries acknowledged with issues responded to with an answer, or request for further information as appropriate, with resolution within 2 business days,
- 8.3.2 Any issues requiring further investigation the Supplier to provide an indicative resolution time as agreed with the CARDA contract manager,
- 8.3.3 any issues reported via the Helpdesk requiring bug fixes to be fixed promptly via a bug fix release (within 8 business days except with prior agreement with the CARD A contract manager).
- 8.3.4 Any actual or potential Data breaches to be reported to the CARDA contract manager and a full incident report provided to the CARDA contract manager.
- 8.3.5 Outages or Loss of total functionality reported to CARDA Contract manager and steps taken immediately to remedy and a full incident report provided to the CARDA contract manager.
- 8.4 This helpdesk service is available to internal users and external users regardless of whether they receive funding from ESFA, including contracted providers, CARDO Assurance team staff, externally contracted firms, training provider contracted auditors. The service must be operated with sufficient flexibility to meet user needs and peak periods, particularly around key ILR submission deadlines. The service must be responsive to user needs.
- 8.5 The Supplier must make their email address visible and publish easy to understand user guides on the online platform. For all user queries the helpdesk must be accessible by email. The email address should be easily visible to users. The helpdesk must acknowledge receipt of the query. The helpdesk must respond in a technically proficient and knowledgeable manner in order to ensure resolution of queries within the timescales stated in KPI section (add section reference).



8.6 The Supplier must maintain evidence of PDSAT helpdesk activity and provide monthly written reports to the ESFA on the effectiveness of the helpdesk function, including the dates and types of queries raised and the respective volumes, performance in resolving queries and response times and maintain a log of frequently asked questions. The helpdesk log should be shared in real time with ESFA and there must be a facility for ESFA to support helpdesk queries.

9. QUALITY AND MONITORING

9.1 The Supplier must have in place Quality Assurance processes to deliver high quality continuously available service delivery. This includes, pen tested (penetration tested) cloud based application, and meeting the highest standard of data security, to ensure the service and outputs are compliant with the specification, DfE and industry standards.

9.2 The Supplier shall ensure all developments have been through a quality assurance process and confirm to the CARDA contract manager that appropriate testing and quality assurance confirms the development meets the specified requirements and are fit for release before the Buyer formally agrees in writing to release the tools to users.

9.3 For all developments and phased releases the Supplier shall build in sufficient time and facilities for user acceptance testing by the ESFA/DfE staff and any fixes by the Supplier arising from testing to confirm it meets user needs before release.

9.4 The application must support reporting, data validation and data interrogation across all the functions of the PDSAT tool and the Supplier must submit regular monitoring reports in line with service delivery KPIs, milestones and quality requirement.

9.5 All issues and critical incidents such as outages, disruption of service, service errors, lack of functionality of the reporting tool (PDSAT tool including cross ILRs), sample/working papers, and problems encountered with accessing the service, must be dealt with urgency and must be notified to the ESFA. ESFA will require a full assessment of critical incidents, such as service disruptions and potential or actual data breaches, and supply an incident report and action plan within 48 hours (two working days) of identification. The Supplier shall collate and submit to ESFA /DfE any information and documentation requested relating to any critical incidents.

9.6 The DfE/ESFA customer services function is a front facing team which directly receives enquiries from training providers. The Customer services function also receive queries from users of PDSATs. The customer service function will require sufficient and timely information to respond to queries raised by PDSAT service users where there are incidents affecting usage. The Supplier shall provide assistance to the CARDA contract manager in providing advice or communications to the sector in respect of incidents affecting PDSATs.

10. GOVERNMENT DIGITAL SERVICE



- 10.1 The Supplier is expected to work towards complying with Government Digital service Standards (GDS service standards) as far as possible, although the Buyer recognise that the scope of PDSAT is fundamentally driven by source ILR data and use of an up-to-date FIS.

11.AD-HOC REQUIREMENT

- 11.1 The Buyer does not envisage significant new functionality changes outside of the normal development cycle, bug fixes or business as usual continuous improvement. However, if any significant ad hoc PDSAT development, change or project is required during the period of the contract this will be agreed with the Supplier in writing before any activity is started.
- 11.2 Should any fundamental changes to the ESFA's data collection methodology and the ILR dataset render the current PDSAT obsolete at some point during the contract period, the development of a fundamentally revised product would fall outside the scope of this Contract.

12.INNOVATION AND VALUE FOR MONEY (VFM)

- 12.1 The above specification details the minimum standards required.
- 12.2 The Buyer encourages innovation, continuous improvements and cost effective solutions. The Supplier must consider how the PDSAT is delivered with a view to improving user experience and value for money. The Supplier's solutions shall achieve these aims throughout the contract term.

13.ASSESSMENT OF DEVELOPMENT POTENTIAL

- 13.1 The Supplier must be able to deliver efficiently the online functionality without disruption on a daily 24 hour basis. There are currently c1400 unique organisations with secure online access to PDSAT. There could be c2000 organisations needing access with the potential for more. There are multiple users at each organisation (generally 6 users but potentially up to ten users) and there are currently c3400 approved individual user accounts. Suppliers must be able to support the scale of processing, and their solution should be scalable to allow increases in users needing access and processing capacity. Suppliers must ensure that they have sufficient processing capacity to handle peaks in demand from both training providers and also funding assurance auditors and have user licences for all users.
- 13.2 Supplier must thoroughly familiarise themselves with the practical operation of previous releases of the PDSAT and the range of reports and utilities contained within the PDSAT. Please refer to the document/data room Annex 1.
- 13.3 The Supplier shall demonstrate in detail how they will incorporate the infrastructure for the cloud hosted online functionality for hosting the PDSAT's and for delivering the full range of functionality/services. Supplier must understand the FE



environment, ILR and ILR submission and funding claim processes. The Supplier shall deliver the service via a cloud based online environment with large volumes of users without service disruption.

- 13.4 Supplier must have the technical skillset, knowledge, experience and capacity to deliver the full functionality of the PDSAT as required above.
- 13.5 Supplier must provide the cloud based infrastructure and delivery of a fully functional PDSAT suite of reports from contract commencement 1 August 2024 full service delivery as well as planning and delivery of the annual refresh with phase 1 release in early October or sooner and phase 2 in December or sooner each year, with reference to the ESFA's latest funding methodology and the FIS specification, as well as efficiently managing the storage of data and volumes of processing throughout the contract period.
- 13.6 Supplier must have the infrastructure, capacity, skills and experience to deliver a successful help desk facility. Supplier must monitor and report to ESFA the delivery of the helpdesk service to ensure ESFA is kept up to date with the issues, and how they propose to develop the helpdesk facility and quality of service to make it efficient, effective and user friendly.
- 13.7 The supplier must deliver high standards of quality and comply with the reporting and monitoring requirements reports in line with service delivery KPIs, milestones and quality requirement.
- 13.8 The supplier shall consider innovative solutions to the future development of PDSAT that are responsive to the ESFA's changing and emerging priorities. The Supplier should consider and propose value added and cost effective innovative alternatives during the contract period.

14. TIMING OF THE PDSAT RELEASE AND SERVICE DELIVERY

- 14.1 The Supplier must continuity and uninterrupted full functionality of the cloud hosted web based PDSAT from the start of the contract, for all of the current suite of PDSAT reports including the cross ILR report functionality and filtration by source of funding facility. The full suite of reports and sampler and working papers, the online based infrastructure including UK based cloud storage and user dashboards, access for existing or new registered users, and provision of the help desk facility must be in place from service commencement
- 14.2 Thereafter, the ESFA is committed to a first release (to training providers and other users) of PDSAT for the 2024 to 2025 as shown in the table below. The Supplier must work with ESFA to plan for the next refresh / release of PDSAT suite of reports and full range of services for the 2024/25 academic year and beyond. The Supplier must provide a written implementation plan to be agreed by CARDA contract manager covering transition, phase 1, phase 2 and any other phases and key milestones and deliverables.



Phase	Timing	Details
Start of service	1 August 2024	Full continuous functionality of cloud based PDSAT for the 2023/24 including cross ILR, filter by source of funding, full suite of reports, sampler and working papers, online web infrastructure including UK based cloud storage, user dashboards, migrating existing users and maintaining users accounts, technical support and help desk facility and development of periodic management and key performance reporting.
Phase 1	By first week of October earlier in future years	<p>First release of PDSAT 2024/ 25 funding year reports available before RO4 ILR data collection period October 2024 then annual update. Continuous technical and help desk support, user access management. Management and key performance reporting. Implementation plan and dates to be agreed each year.</p> <p>The Buyer intends subject to timely release of funding rules to bring this release date closer to the start of the new academic year(funding year for FE training providers)</p>
Phase 2	By first week of December and earlier in future years	<p>Assurance sampler and working papers for 2024/25 assurance reviews of providers December 2024 then annual update, Continuous technical and help desk support, user access management. Management and key performance reporting. Implementation plan dates to be agreed each year.</p> <p>The Buyer intends to bring forward this release date to November in future years.</p>

14.3 The supplier must release each phase of PDSAT in a single package, there will inevitably be situations during the year where unforeseen or new issues arise and PDSAT requires modifications and new routines. There could also be requests for additional developments or ongoing improvements outside of the two phases, therefore the service offer needs to have some flexibility.

14.4 The Supplier must carry out such modifications within the ongoing PDSAT contractual arrangement to an agreed timetable, to ensure the availability of an effective and up-to-date PDSAT at all times to support providers and auditors in addressing issues identified in-year. If significant new developments are required outside of the normal phased releases, the Buyer will agree these separately.



- 14.5 The online PDSAT tool is live in the current academic year and the Supplier must have solutions to continue delivery of the full service, cloud hosted web based PDSAT tool (including help desk) without any disruption . The ESFA owns the coding for the PDSAT, sampler and working papers and this will be available to the Supplier.
- 14.6 The Supplier must include the cost of the secure cloud based platform, full functionality of the PDSAT requirement (including help desk support), bug fixes throughout the year, updates to reference data, project management and engagement with stakeholders in their bids.
- 14.7 The Supplier must consider the practicalities and resource issues of achieving these aims in their proposals. That is the transition and full current functionality of online PDSAT, help desk and support as well as the future refresh of the tool.

15. PDSAT SUPPORT MEETINGS FOR EXTERNAL USERS

- 15.1 The Supplier shall commit to participate in any relevant support meetings for external users, such as any ESFA-convened technical user groups. The Buyer is keen to improve the PDSAT functionality and its take up by training providers and improvements to user experience is an essential requirement. The Buyer is keen to take forward further approaches to the PDSAT development besides the established use of consulting with external users so that the Buyer can achieve the best value for money and effective usage of the tool.
- 15.2 The Supplier shall propose new approaches to consulting with external users on the ongoing refinement or future development of PDSAT. The Buyer expects up to 4 meetings per annum.

16. OWNERSHIP AND DEVELOPMENT OF THE SOFTWARE

- 16.1 The ESFA owns and will retain ownership of the code for the PDSAT reports, sampler and working papers. The code owned by ESFA will be made available to the Supplier.
- 16.2 The Supplier will apply appropriate industry best standards in the development and maintenance of the software and in the testing and quality assurance of the PDSAT prior to release and sign off by the ESFA. The ESFA or its representatives may reasonably inspect the underlying records and logs of the Supplier's work completed on PDSAT and the Supplier will provide them to the ESFA upon request.
- 16.3 The ESFA shall require the Supplier to hand over the PDSAT software and its underlying codes, logic and records at the end of the contract period. .
- 16.4 The Supplier may not use the PDSAT services contract and the software either wholly or in part for any other commercial benefit without the ESFA's prior written agreement. The Buyer does not foresee any reason for the ESFA to sanction such benefits for the organisation.



16.5 The ESFA does not currently own the cloud based infrastructure hosting the PDSAT. ESFA may in the future seek to purchase the cloud hosted online platform from the Supplier. The Supplier has outlined in their tender submission response to the technical/quality question the Supplier's willingness, feasibility and price for the cost to ESFA of purchasing the cloud-based platform hosting the PDSAT at the end of the contract.

16.6 The Supplier must demonstrate an understanding of the software and other requirements detailed above. The Buyer encourages innovation and continuous improvements. The Supplier shall apply innovation to continuously improve user experience, efficiency and value for money.

17. SECURITY OF DATA

17.1 Please provide a security plan as an attachment as part of your response to technical /quality question 1.

17.2 The Supplier must be certified under Cyber Essentials scheme or equivalent. The Supplier must ensure all staff working on this contract are as a minimum Baseline Personnel Security Standard (BPSS) checked.

17.3 The Supplier must ensure the security and privacy of all data, especially when dealing with sensitive information. Data over a certain age must be deleted automatically within the platform. Supplier must have the ability to maintain data privacy and security of data including General Data Protection Regulations (GDPR) and data validation where applicable within the solution. The PDSAT tool, including the processing of ILR data, must be compliant with the latest GDPR requirements for data protection. Supplier must adhere to relevant government and industry standards and regulations for data handling and reporting, as well as meeting DFE requirements in respect of published privacy statement, terms and conditions and cookies policies.

17.4 ESFA and training providers submitting the ILR will be the data controller while the supplier will be the data processors.

17.5 The Supplier must have in place arrangements to monitor and escalate potential data breaches to the ESFA immediately the Supplier becomes aware of any such incidents. For any potential breaches the Supplier shall provide full details of the investigation undertaken by the suppliers' Data Protection Officer to assess the impact of the breach or potential breach and a report and an action plan provided to the ESFA within 48 hours of identification.

17.6 In the event an incident occurs ESFA will require detailed information and timely updates for responding to queries raised by internal and external stakeholders, PDSAT users or Data Protection officer.

17.7 It is essential that actions set out by the Information Commissioner and Data Protection Officers are implemented in line with their recommendations.



- 17.8 The supplier will deliver their services in accordance with DfE's Departmental Standards and Special Clauses for Contracts which include Security Clauses annexed to this ITT.
- 17.9 The supplier will work with the DfE security partners that are assigned to their services/teams in order to agree which of the relevant policies are required and how to successfully implement them.
- 17.10 The Supplier must complete the DfE supplier security assurance form upon contract award. The Buyer reserves the right to amend the security requirements based on the recommendations from the DfE security team.
- 17.11 The supplier must consider how they will meet these requirements, the arrangements for data security and how in the event of data breaches or failure they intend to minimise impact, record, monitor investigate and report to ESFA on security incidents in order to ensure compliance with GDPR requirements.

18. TRANSITION AND MOBILISATION AT THE START OF THE CONTRACT

NOT APPLICABLE

19. KNOWLEDGE TRANSFER & EXIT PLANNING

- 19.1 At the end of this contract a full knowledge transfer process will be required upon contract exit to support any potential new Supplier that may be required to take over the PDSAT functionality/development. The code for the PDSAT suite and sampler and working papers is owned by the ESFA. The Supplier must at the end of the contract pass over to ESFA the PDSAT and sampler /working paper coding and associated reference material or training information and the Supplier will work with any potential new Supplier to ensure a smooth transition and handover. This is usually expected to include a minimum of two-month hand over period to any new supplier(s) including dual running.
- 19.2 The Supplier shall work collaboratively with any incoming Supplier and shall support an orderly handover from the Supplier to any incoming Supplier.
- 19.3 The Supplier shall provide an orderly handover of any of the Buyer's digital data and knowledge assets including but not limited to source code, documentation, processes, guidance, data etc. The Buyer may at its discretion issue a requirement setting out specific detailed deliverables that are required of the Supplier in relation to exit activities. The Supplier Shall provide a written plan no less than 3 months before contract end that will include but not be limited to:

19.3.1 A timetable of events

19.3.2 Resources



19.3.3 Assumptions

19.3.4 Activities

19.3.5 Responsibilities

19.3.6 Risks

20. KEY MILESTONES AND DELIVERABLES

20.1 The following milestones apply to the ongoing operational delivery of the contract and the supplier will be required to submit and agree a written plan with ESFA to ensure the delivery of these key milestones:

Phase 1	By 1 st week in October 2024 and earlier in future years	First release of PDSAT 2024/ 25 reports available for RO4 ILR data collection period. Continuous technical and help desk support, user access management.
Phase 2	By 1 st week in December 2024 and earlier in future years	Assurance sampler and working papers for 2024/25 assurance reviews of providers, Continuous technical and help desk support, user access management.

21. MANAGEMENT INFORMATION / REPORTING

21.1 The Supplier shall provide monthly management information, or periodically as agreed with the contract manager, to meet the needs of the Buyer. The minimum information needs are:

21.1.1 Records of all helpdesk enquiries to include – In excel or another easy to use format the date of enquiry, enquiry text, enquirer organisation & name, reply date & time and the reply issued, fix date.

21.1.2 A Report on helpdesk activity to illustrate response times and their compliance with the response times.

21.1.3 Records of serious incidents such as outages / data breaches, the reasons and action plans and remedies.

21.1.4 Data on capacity utilisation: number of registered organisations and users, number of active users, activity in terms of number of times PDSATs accessed, number of unique downloads of PDSAT reports and sampler/working paper.

21.2 At least monthly Supplier meetings to provide updates on progress against key developments, milestones, continuous improvements, feedback from stakeholders and spend.



21.2.1 updates to be provided covering any risks to delivery and ongoing functionality.

21.2.2 continuous improvement

21.3 The Supplier will be expected to continually improve the Service and functionality of the PDSAT and in liaison with the Buyer respond to user feedback throughout the Contract duration.

21.4 The Supplier should present new ways of working to the Buyer during monthly Contract review meetings.

21.5 Changes to the PDSAT functionality or improvements must be brought to the Buyer's attention and agreed prior to any changes being implemented.

22. QUALITY

22.1 The Supplier must comply with industry best practice including as appropriate frameworks such as the Government Digital Service (GDS) standards, or the Buyer's security framework and policies.

22.2 Before release of each phase the Supplier must fully test functionality to confirm the reports output the expected outcome prior to release for user acceptance testing. The Supplier will provide ESFA with a quality assurance report to demonstrate the software is working as expected. Sufficient time will be built in to the plan to allow for user acceptance testing and inspections by ESFA prior to releasing the PDSAT into the live environment for authorised users.

23. PAYMENT AND INVOICING

23.1 Payment can only be made following satisfactory delivery of pre-agreed phased releases and deliverables in line with the agreed written milestone plan and payment schedule approved by the DfE/ ESFA for each contract year.

23.2 Before payment can be considered, each invoice must include a detailed breakdown of work completed and the associated price for each agreed milestone.

23.3 The Buyer will provide a purchase order for each annual refresh /Statement of Work (SoW) agreeing key milestones and delivery dates. Invoicing and payment will be upon successful completion of key milestones in arrears as per the Department's standard process.

23.4 All invoices must include the (DfE) ESFA purchase order, breakdown of Supplier charges by relevant milestones and key deliverables for which payment is due.

24. CONTRACT MANAGEMENT



- 24.1 Attendance at Contract Review meetings with an Account Manager (or designated senior), and where they are face to face shall be at the Supplier's own expense. These will typically be monthly meetings.
- 24.2 A monthly Service / helpdesk Report shall be provided within 5 days of each month end using an agreed DfE template.
- 24.3 The Report shall include but not be limited to:
- 24.3.1 An executive summary.
 - 24.3.2 details of performance against all agreed milestones, KPIs and written plans, an explanation of the reasons for any failure to achieve target performance levels, together with description of any steps being taken to correct and avoid any problems recurring.
 - 24.3.3 summary of the issues register, identifying the priority risk/issues of the operation of the services such as failure of ILRs to upload/ process, service user log in failure.
 - 24.3.4 Details of helpdesk issues raised, resolution times and actions taken to resolve and help prevent future reoccurrence.
 - 24.3.5 Regular updates, any bug fixes or improvements required.
- 24.4 The Supplier shall respond to requests from the Buyer within 5 working days. The Supplier accepts 100% delivery of key milestones for the annual refresh of the PDSAT functionality as set out in each agreed work programme and commits to continuous improvements to the online functionality of PDSAT and associated services.
- 24.5 The Buyer expects to hold weekly short operational meetings to discuss hand over and service commencement, other developments, plans for phased delivery of milestones and any other relevant operational issue and actual progress on initiatives.

25. LOCATION

- 25.1 The Buyer does not manage or control supplier staff directly. The supplier is delivering a service as such there is no expectation outside of regular catchups or contract meetings as appropriate for the supplier to visit the DfE/ ESFA.
- 25.2 The Buyer requires UK based help desk facility and PDSAT functionality.



Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Milestone Achievement Criteria	Delay Payments (where Milestone) (£GBP per day)
Y1 M1	Year 1 Phase 1 Release	27,305	14 October 2024	Successful go-live post-UAT	Not applicable
Y1 M2	Year 1 Phase 2 Release	22,244	16 December 2024	Successful go-live post-UAT	Not applicable
Y2 M1	Year 2 Phase 1 Release	27,305	13 October 2024	Successful go-live post-UAT	Not applicable
Y2 M2	Year 2 Phase 2 Release	22,244	15 December 2024	Successful go-live post-UAT	Not applicable
	Adhoc work for new development	To be Agreed	TBA as and when	TBA	Not applicable



Part B – Service Charges

REDACTED

1. The Charges are inclusive of the cost of cloud hosting of the online platform, the secure user access, the full suite of PDSAT reports, sampler and working paper (and their annual refresh/update), the cross ILR reports, the monthly maintenance and updating, bug fixes, project management and help desk facility.
2. The Charges are inclusive of all costs including software licence fees.
3. The Charges are inclusive of all set up costs, for developing the cloud based platform and associated infrastructure to support the PDSAT functionality as described in the Specification.
4. The Charges are inclusive of all set costs up including costs of transition incurred by the Supplier.
5. The payment profile for this Call-Off Contract is monthly in arrears. Other pricing and payment methods or a combination of pricing and payment methods to be agreed on each Statement of Work.
6. The buyer will make payment of the invoice within 30 days of receipt of a valid invoice ensuring cross reference of PO number to ensure prompt payment in accordance with terms.
7. In addition to the provisions of Paragraph 1.2.3 of Part D to Schedule 2 (Charges and Invoicing), a valid invoice will:
 - 7.1 include correct Supplier details;
 - 7.2 specify the services supplied;
 - 7.3 include the correct Milestone/SOW reference; and
 - 7.4 be for the correct sum.
8. The Supplier shall invoice monthly in arrears or for any Statement of Work milestone, on completion each milestone and completed SoW deliverables, against the relevant PO.
9. Travel and Subsistence: Not Applicable



Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

1. A separate day rate is required for adhoc work outside of the main requirement in case new development work or work outside original scope is needed.
2. The blended Adhoc date rate shall apply for all work outside of the main requirement (see price schedule for rate).
3. Statement of Work template shall be used to deliver this work as and when required.

Staff Grade	Day Rate (£)
Ad Hoc Day Rate	REDACTED

Statements of Work Template:



Outside IR35 -
Statement of Work 1



Crown
Commercial
Service

Part D – Risk Register

REDACTED

Part E – Early Termination Fee(s)

Not Applicable



Attachment 3 – Outline Implementation Plan

Phase	Timing	Details
Start of service	1 August 2024	Full continuous functionality of cloud based PDSAT for the 2023/24 including cross ILR, filter by source of funding, full suite of reports, sampler and working papers, online web infrastructure including UK based cloud storage, user dashboards, migrating existing users and maintaining users accounts, technical support and help desk facility and development of periodic management and key performance reporting.
Delivery of Detailed Implementation Plan	15 August 2024	Delivery of Detailed Implementation Plan to cover Phase 1, Phase 2 and any other phases and key milestones or deliverables, to be agreed by CARDA contract manager.
Phase 1	4 October 2024, and earlier in future years	<p>First release of PDSAT 2024/ 25 funding year reports available before RO4 ILR data collection period October 2024 then annual update. Continuous technical and help desk support, user access management. Management and key performance reporting. Implementation plan and dates to be agreed each year.</p> <p>The Buyer intends subject to timely release of funding rules to bring this release date closer to the start of the new academic year(funding year for FE training providers)</p>
Phase 2	6 December 2024, and earlier in future years	<p>Assurance sampler and working papers for 2024/25 assurance reviews of providers December 2024 then annual update, Continuous technical and help desk support, user access management. Management and key performance reporting. Implementation plan dates to be agreed each year.</p> <p>The Buyer intends to bring forward this release date to November in future years.</p>



Attachment 4 – Service Levels and Service Credits

1. SERVICE LEVELS AND PERFORMANCE

- 1.1 The Buyer will measure the quality of the Supplier's delivery by the measures in the table below.
- 1.2 The table below outlines the indicative high-level outcomes and KPI's to be delivered throughout the contract period.
- 1.3 The Department reserves the right to amend these measures throughout the contract period and where applicable introduce service credits.

KPI/SL A	Service Area	KPI/SLA description	Frequency of Monitoring	Service Level Threshold	Service Credit for each Service Period
1	Delivery milestones (captured within an agreed written plan)	Number of development phases released on time	Monthly More frequently closer to release point	100% per written plan /milestone	To be agreed between the parties within 3 months of Commencement Date
2	Help Desk response times	Help desk performance and reports	Monthly	Help desk support facility are expected during the hours of 09:00 to 17:00 Monday to Friday, excluding English Bank holidays. 95% response with query answered, acknowledgement, request for further information, and full resolution	To be agreed between the parties within 3 months of Commencement Date



KPI/SLA	Service Area	KPI/SLA description	Frequency of Monitoring	Service Level Threshold	Service Credit for each Service Period
				within 2 working days. Where resolution requires investigation timescales to be agreed with CARDA contract manager.	
3	Service Delivery	All issues with live running of PDSAT will be fixed in updated release	Monitored per incident	The Service availability target for PDSAT functionality is 95% Issues requiring investigation prior to being resolved within 8 business days, and as agreed with the contract manager	To be agreed between the parties within 3 months of Commencement Date
4	Incident response time	Serious incidents, potential data breaches will be reported immediately and fixed in updated release.	Monitored per incident	Security Incidents shall be reported to the CARDA contract manager immediately, wherever practical, even if unconfirmed or when full details are not known, but always	To be agreed between the parties within 3 months of Commencement Date



KPI/SLA	Service Area	KPI/SLA description	Frequency of Monitoring	Service Level Threshold	Service Credit for each Service Period
				<p>within 24 hours of discovery and followed up in writing.</p> <p>Supplier must investigate the incident and provide a report and action plan (within 48 hours) or until resolved.</p> <p>Data breaches and system outages are given top priority and resolved with urgency and as agreed with the contract manager.</p>	
5	Successful Management of transition	The Supplier will stand up a team and ensure the successful transition from incumbent supplier within 8 weeks of the contract award	Weekly	<p>Written plan submitted to Contract Manager (within 5 working days)</p> <p>100% successfully achieved at end of 8 weeks</p>	To be agreed between the parties within 3 months of Commencement Date
6	Implementation of performance management measures for underperformance.	Duration between notification of underperformance and implementation of performance	Monthly	100% successfully achieved within time frame agreed with Contract Manager target	To be agreed between the parties within 3 months of Commencement Date



KPI/SL A	Service Area	KPI/SLA description	Frequenc y of Monitori ng	Service Level Threshold	Service Credit for each Service Period
		improvement measures.		resolution 14 working days.	

The Service Credits shall be calculated on the basis of the following formula: To be agreed between the parties within 3 months of Commencement Date

Service Credit Cap

To be agreed between the parties within 3 months of Commencement Date

Critical Service Level Failure

A Critical Service Level Failure is any failure to meet the relevant Service Level Threshold or agreed milestone for any Service Level more than three times in any six month period.



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

- .1.1 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel

REDACTED

Part B – Key Sub-Contractors

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services
None applicable				



Attachment 6 – Software

- .1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
PDSAT	KPMG LLP	As set out in Attachment 1 of this contract.	1 for the Buyer and Authorised Users	As set out in Part A - Additional and Alternative Buyer Terms: Part 2 – SaaS of this contract	1	Non-COTS	Contract duration



Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
The Supplier shall update this table within ten (10) Business Days of the Commencement Date							

Attachment 7 – Financial Distress

For the purpose of Schedule 8 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Supplier	DUNS number for KPMG LLP is 42-391-6167 Please use the DUNS number provided to obtain the most recent credit report from Dun & Bradstreet	One Credit Rating less than the Credit Rating as at the Commencement Date

PART B – RATING AGENCIES

Dun and Bradstreet

PART C – FINANCIAL VIABILITY AND RISK ASSESSMENT TEMPLATE

The Parties acknowledge the Supplier has completed a Financial Viability and Risk Assessment Template (FVRAT).

The Parties agree that the Buyer may reassess the Supplier against any or all of the ratios set out in the FVRAT at any time. Where any of the ratios generate a result which reaches the "Amber" threshold boundary as set out in the Authority RAG Thresholds tab, this shall be a Financial Distress Event.

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Operational Board	
Buyer Members for the Operational Board	REDACTED
Supplier Members for the Operational Board	REDACTED
Frequency of the Operational Board	1 monthly
Location of the Operational Board	Virtual, MS Teams, In person

It should be noted that an agenda shall be agreed by both parties, but it may be subject to change based on the requirements of the DfE. The agenda is to include, but not be limited to:

- Commercial / Headroom
- Budget
- Project progress update
- Roadmap review / technical debt
- Staffing
- Risks / Issues / Concerns
- Tech / architecture

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

- The contact details of the Buyer's Data Protection Officer are: Emma Wharram Departmental Data Protection Officer Emma.wharram@education.gov.uk 07384 521501
- The contact details of the Supplier's Data Protection Officer are: Claire Pilson, claire.pilson@kpmg.co.uk
- The Processor shall comply with any further written instructions with respect to processing by the Controller.
- Any such further instructions shall be incorporated into this Attachment 9.

For Data where the Buyer is the Controller

Description	Details
Subject matter of the processing	Any personal information processed in the delivery of the contracted services.
Duration of the processing	For the duration of the provision of the Services and as otherwise permitted in the Contract.
Nature and purposes of the processing	<p>The Personal Data will be Processed for the purposes of performing the Services and as otherwise permitted in the Contract.</p> <p>The nature of the Processing for these purposes could include any operation performed on Personal Data, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The Personal Data will be Processed for the purpose of performing the Services and as otherwise permitted in the Contract.</p> <p>The purposes include the delivery of the contracted services to facilitate the fulfilment of the Supplier's obligations arising under this Call Off Contract including</p> <ul style="list-style-type: none"> • Ensuring effective communication between the Supplier and the Relevant Authority • Maintaining full and accurate records of every Order Contract arising under the Call Off Agreement • Processing personal information to deliver specific services to the relevant authority

	<p>The processing of data will broadly include backing up the source data so it is encrypted at rest, migrating the data where it is encrypted in transit and restoring the data to its target source where it will be encrypted at rest.</p>
Type of Personal Data	<p>Personal Data that the Supplier Processes on behalf of the Relevant Authority and in accordance with its instructions in the performance of the Services. This includes:</p> <ul style="list-style-type: none"> • Contact details of, and communications with, Buyer staff concerned with management of the Call Off Contract • Contact details of, and communications with, Buyer staff concerned with award and management of Order Contracts awarded under the Call Off Contract, • Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Call Off Contract • Contact details, and communications with Supplier staff concerned with management of the Call Off Contract • Where specifically authorised, personal details of customers of the PDSAT Service including the following • forename, surnames, Contact Email, Training Providers, associated business systems data <p>This data will be strictly accessed on a need-to-know basis (i.e. only where there is an approved business need to do so).</p>
Categories of Data Subject	<p>Data Subjects of the Personal Data referred to above, which may include:</p> <ul style="list-style-type: none"> (a) Staff (including volunteers, agents, and temporary workers) of the Relevant Authority. (b) External users who are using the PDSAT Service (Auditors, Providers)
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>At the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.</p>

For Data where the Supplier is the Controller

Description	Details
Subject matter of the processing	Buyer shall process personal data for the sole purpose of validating and recording the results of the Baseline Personnel Security Standard (BPSS) in respect of Supplier personnel and contractors.
Duration of the processing	For the duration of the provision of the Services and as otherwise expressly permitted in the Contract.
Nature and purposes of the processing	<p>Buyer shall record the results of the BPSS security checks for Supplier employees and contractors to maintain a verifiable record that Supplier personnel and contractors engaged in relation to the Contract have passed BPSS security checks. Validated Supplier personnel will be authorised to provide Services to the Buyer under the Contract.</p> <p>The nature of the Processing for these purposes shall be limited to collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purposes include the Buyer's authorisation of Supplier employees and contractors to deliver Services to facilitate the fulfilment of the Supplier's obligations arising under this Call Off Contract.</p>
Type of Personal Data	<p>Personal Data that the Buyer processes to ensure that Supplier employees and contractors have completed satisfactory BPSS security checks . This includes:</p> <ul style="list-style-type: none"> • Name; • Address; • Date of Birth; • Email address; • Employment History Check; • Criminal Record Check; • Verification of identity (passport, driving licence, etc.); • Nationality and Immigration Status; and • Verification of unspent criminal convictions. <p>This data will be strictly accessed on a need to know basis (i.e. only where there is an approved business need to do so).</p>

Categories of Data Subject	<p>Data Subjects of the Personal Data referred to above, which may include:</p> <ul style="list-style-type: none"> (a) Supplier staff; and (b) Supplier contractors.
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>At the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.</p>

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance management except for Commercially Sensitive Information	KPIs e.g. targets achieved	Microsoft Word or Excel	Monthly
Technical except for Commercially Sensitive Information	Information relating to Services provided (number of SOWs etc.)	Microsoft Word or Excel	Monthly
Call Off Contract Charges except for Commercially Sensitive Information	Call Off Contract Value e.g. charges invoices spend	Microsoft Word or Excel	Monthly

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses

Call off Terms



RM6100-Lots-2-3-and-5-Call-Off-Terms



RM6100-Lots-2-3-and-5-Additional-anc

Supplier Technical Response to ITT



PDSAT ITT
Response Template.

Supplier Price Response to ITT (Buyer selected the on-shore or no offshore option) as set out in the Service Charges section above and attached below



PDSAT Price
Schedule_KPMG No