



Government Procurement Service

ENABLING AGREEMENT FOR ACCESS BY DEPARTMENT FOR EDUCATION TO THE PRINT VENDOR PARTNER CONTRACT

THIS ENABLING AGREEMENT is effective from the first day of December 2015

BETWEEN:

- (1) The Secretary of State for the Department for Education of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT (the "Enabled Authority"); and
- (2) Williams Lea Limited (a company registered in England and Wales under company number 2119266) whose registered office is at 29 St. John's Lane, London, EC1M 4NA (the "Contractor").

WHEREAS:

- (A) Her Majesty's Revenue and Customs and the Contractor have entered into a Contract effective from 1 July 2011, which was novated to Government Procurement Service (GPS) on 16 December 2011, which enables other Central Government Departments, Executive Agencies and Non-Departmental Public Bodies to enter into an agreement ("Enabling Agreement") with the Contractor to manage and deliver printed products and associated services; and
- (B) GPS is now known as the Crown Commercial Service (CCS) but, for the avoidance of doubt, any references to GPS in this Enabling Agreement shall be taken to refer to CCS. GPS has agreed that the Enabled Authority may enter into such an Enabling Agreement with the Contractor; and
- (C) The Enabled Authority wishes, and the Contractor has agreed, to enter into this Enabling Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INCORPORATION

1.1 The Terms and Conditions and Schedules D (Governance and Contract Management) and H (Certificates and Additional Information) of the Contract, are hereby incorporated into and form part of this Enabling Agreement as though they were set out in full.

1.2 The Enabling Agreement, once signed by the Enabled Authority and the Contractor, shall become Schedule BD to the Contract.

1.3 The Contract and this Enabling Agreement supports the Centralised Category Procurement Programme for central government. There is an expectation that the Enabled Authority, as a Central Government Department, Executive Agency or Non Departmental Public Body (NDPB) will use the Contract and this Enabling Agreement for the supply of those Services described in Annex 1 – Specification of Requirements and Annex 3.

1.4 For the avoidance of doubt, this Enabling Agreement consists solely of the provision of collation services for the KS1 and KS2 tests and Phonics Check that will take place in the 2015/16 academic year (“**2016 test cycle**”) during the period 1st December 2015 to 31st July 2016 and the provisions of this Enabling Agreement are to be interpreted accordingly.

2. TERMS and CONDITIONS ADDITIONAL TO THE CONTRACT

2.1 The Enabled Authority is permitted in this Enabling Agreement (with the prior approval of GPS) to set out Terms and Conditions in relation to certain subject matters (set out in this Section below in bold) which it requires to enable the Contractor to deliver the Services under this Enabling Agreement and which will be in addition to the Terms and Conditions set out in the Contract.

2.2 For the avoidance of doubt, the Terms and Conditions in the Contract cannot be varied by this Enabling Agreement. This Enabling Agreement can only set out Terms and Conditions additional to those in the Contract.

2.3 The following Terms and Conditions are the Terms and Conditions in this Enabling Agreement which are to be read in addition to the Terms and Conditions in the Contract: (the Contract Clause reference is included for ease of reference when reading these additional Terms and Conditions in conjunction with those in the Contract):

(i) This Enabling Agreement shall commence on 1st December 2014.

3. SPECIFICATION OF REQUIREMENTS

The Enabled Authority's Specification of Requirements is set out at Annex 1 to this Enabling Agreement.

4. PRICING SCHEDULES

The specific performance driven payment model agreed between the Enabled Authority and the Contractor is set out at Annex 2 of this Enabling Agreement.

5. SPECIFIC RESPONSIBILITIES OF THE PARTIES

The specific responsibilities of the Enabled Authority and the Contractor are set out at Annex 3 of this Enabling Agreement.

6. MANAGEMENT INFORMATION

The management information requirements of the Enabled Authority are set out at Annex 4 of this Enabling Agreement.

7. SERVICE LEVELS AND KEY PERFORMANCE INDICATORS (KPI)

The Service Levels and KPI requirements of the Enabled Authority are set out at Annex 5 of this Enabling Agreement.

8. SPECIFIC RESPONSIBILITIES OF THE ENABLED AUTHORITY IN RELATION TO TUPE DATA

The Enabled Authority is required to sign a declaration acknowledging that it has read and understood its responsibilities in relation to accurately establishing TUPE data and notifying the Contractor of the same, as well as acknowledging that it has understood the possible cost implications of failing to do so. This declaration is set out at Annex 6 of this Enabling Agreement.

9. SECURITY PLAN

As required by the Enabled Authority, the Contractor shall develop, implement and maintain a Security Plan to apply during the Contract period and after the end of the Contract Period in accordance with the Exit Management Plan, which will be approved by the Enabled Authority, tested, periodically updated and audited. This forms Annex 7 of this Enabling Agreement.

10. EXIT MANAGEMENT PLAN

The Exit Management Plan structure agreed with GPS, which forms Annex 8 of this Enabling Agreement, shall be completed by the Contractor within 2 months of the date of this Enabling Agreement for agreement by the Enabled Authority and shall contain details of the activities and responsibilities required at termination including those to meet the special security and other requirements of the Enabled Authority set out in Annex 1.

Signed for and on behalf of the Enabled Authority, Department for Education

By: A-J Bulfor

Name: A-J Bulfor

My position is Deputy Director and I confirm that I have authority to sign this Contract on behalf of Department of Education.

Date: 23/2/16

Signed for and on behalf of Williams Lea Limited

By: [Signature]

Name: Stuart Trood

Title: WL EMEA CEO

Date: 9/2/16

ANNEX 1 - Specification of Requirements

1. The role of the Print Vendor Partner is to provide a collation and/or associated services to meet the requirements of this Annex 1 and as specified in Annex 3 ("Services").
2. Corrective Action
 - 2.1. Unless as a direct result of an act or omission on the part of the Enabled Authority, if at any time during the course of performing the work the Contractor is 5% or more behind the agreed collation production profile (for any primary or secondary collated packs, or collation of consignments) on 3 consecutive working days then the Contractor shall at its own expense take immediate corrective action, including but not limited to, increasing the number of staff used for collation or by introducing weekend working and/or additional shifts such that the original production profile is recovered within a further 3 working days or shorter period if this is necessary in to order to ensure the work is completed by the contractual date; and
 - 2.2. If the Contractor has not recovered the original collation production profile at the end of the 3rd working day then the Enabled Authority may at its sole discretion immediately exercise its Step-In rights in accordance with Clause G7 of the Contract.
3. Critical Acceptance Criteria
 - 3.1. The Enabled Authority requires that the Contractor collates all school orders as ordered along with all supporting collation activity as required by the Enabled Authority for the 2016 testing cycle and will ensure:
 - i. the total quantity of each pack ordered by the Enabled Authority is collated within the agreed timeline;
 - ii. 99.95% of all school orders consignments are collated accurately to the order and dispatched to the agreed profile for each job.
 - iii. 100% of school orders are fulfilled prior to the first day that tests of any one job are sat in schools;
 - iv. all consignments and supporting data are prepared in accordance with the Enabled Authority logistics provider's requirements and are ready for collection on the days set out in the Enabled Authority dispatch plan with 100% accuracy; and
 - v. there is no compromise of Enabled Authority test content in anyway. The provider must ensure that all material and data is accounted for at all times and that no release of information is disclosed to any unauthorised persons before completion of all jobs.
4. Statement of Requirements

A– Project Management

SoR ID	Requirement Description
A1	The provider must manage all aspects of delivery of the Services in accordance with PRINCE2 and Management of Risk (MoR) project and risk management methodologies.
A2	<p>The provider must submit an outline Project Initiation Document (PID) which clearly sets out the project for the delivery of Services at the outset of the call-off.</p> <p>The PID must be consistent with PRINCE2 controls and cover all aspects of the delivery of the Project, including operational delivery, governance and interfaces with other organisations</p>
A3	The provider must document, provide and maintain all processes and procedures utilised in the delivery of the Services, including interfaces with other relevant parties ensuring that all relevant standards are applied or adhered to including project management methodologies.
A4	<p>The provider shall participate in the governance arrangements for the delivery of the workpackages including:</p> <ol style="list-style-type: none"> 1. Scheduling and chairing checkpoint meetings with Enabled Authority P&L team where progress, risks, issues, actions, decisions, assumptions can be monitored and managed. 2. Attending other meetings as reasonably requested by Enabled Authority at locations determined by Enabled Authority, for example: <ol style="list-style-type: none"> a. Cycle kick-off and planning sessions b. Weekly Operations reviews c. Lessons learned and cycle closedown meetings d. Contract and performance reviews
A5	By the end of the Mobilisation Phase, the provider must discuss, document, develop, and demonstrate the readiness and appropriateness of plans, processes, systems (both internal and external), data interfaces with external or third party suppliers, resourcing and any other factors required to enable the reliable completion of each Workpackage.
A6	The provider must hold and permit Enabled Authority open access to detail relating to all activities undertaken in delivering the Services, or otherwise comply with any reasonable requests for

	information from Enabled Authority.
A7	<p>The Contractor shall present a full project plan and process diagrams for each Workpackage demonstrating their process and how they will achieve the handover of consignments to the logistics provider by the date required by Enabled Authority. The Plan must contain:</p> <ol style="list-style-type: none"> 1) The process for confirming the quantity of test packs ordered by Enabled Authority for collation meets the full order total held in the school order file 2) Process diagrams for supply chain engagement and quality regimes for the end-to-end process. 3) The resource profile, capacity model and contingency planning 4) Goods receipt planning for delivery of Enabled Authority product for collation 5) The planned collation profile to create consignments ready for dispatch 6) Consignment dispatch profiling against plan agreed with logistics supplier 7) Any key dependency on Enabled Authority or other Enabled Authority providers within the supply chain.

B – Packaging and Peripherals

Requirement Number	Requirement Description
B1	<p>The Contractor shall supply all packaging and peripheral materials necessary to complete Primary Collation and Consignment Collation. This includes but is not limited to:</p> <ol style="list-style-type: none"> 1) Labels 2) Paper for delivery notes 3) Pack wrapping for primary collation 4) Cartons for consignment collation 5) Tape 6) Pallets for consignment despatch.
B2	<p>The Contractor shall ensure all packaging used protects the Product Consignment so that it arrives at the school address undamaged and without compromising the content of any test product.</p>
B3	<p>The Contractor shall ensure that each Carton is clearly identifiable as an Enabled Authority product in the Logistics Provider network and carry clear and full instructions to an unintended recipient.</p>

B4	<p>The Contractor shall describe how:</p> <ol style="list-style-type: none"> 1) it will manage third parties from whom it will source packaging materials and peripherals 2) it will ensure that quality is maintained in line with the signed off sample with Enabled Authority; and 3) it will manage an Exceptions Process so that packaging materials and peripherals can be replenished at short notice if required.
B5	<p>To help prevent unauthorised early access to the test materials, the Contractor shall ensure the wrapping for test pack collation:</p> <ol style="list-style-type: none"> 1) Once sealed remains so until intentionally opened and then cannot be resealed, i.e., is tamper evident. 2) Prevents viewing of the components within the pack, although the full face of the contents sheets shall always be visible

C – Goods Receipt and warehousing

There will be large quantities of products to handle, pallets to store and deliveries from the Enabled Authority's production supplier to manage (please see the metrics for each workpackage).

The Bidder should provide descriptions of their:

- 1) Delivery procedures and specification document.
- 2) Receipting process document
- 3) Storage/warehousing management approach – describe facilities, pallet holding capacity (i.e. total, pinch points in year, spare capacity) and type (e.g. racking v floor standing locations), sites (i.e. single/multiple), inventory management (e.g. SKUs that need to be included on labelling from production supplier)

Requirement Number	Requirement Description
C1	<p>The Contractor shall work with the Enabled Authority's Production Suppliers to co-ordinate deliveries and to receive all test components required for collation of school orders. The following basic delivery process should be followed:</p> <ol style="list-style-type: none"> 1) The Production Supplier should book a delivery with the Contractor with at least 24 hours' notice. If less than 24 hours' notice is given, the Contractor should use best endeavours to receive goods. 2) The Production Supplier will notify the Contractor, either by phone or email, of the departure of the vehicle carrying the Product from the Production Suppliers site; 3) The Production Supplier will notify the Provider, either by phone or email, of any delays encountered en route

	<p>by the vehicle carrying the Product;</p> <p>4) The access doors of the vehicle carrying the Product will be sealed with a security tag on departure from the Production Supplier site. The driver should verify the seal has remained intact during transit.</p>
C2	<p>The collation supplier will notify the Enabled Authority should the deliveries from the Production Supplier not comply with the agreed goods delivery process.</p> <p>If there is any evidence of non-compliance by the Production Supplier with any of the above then the Provider shall inform the Enabled Authority immediately.</p>
C3	<p>The Contractor shall confirm every delivery against the delivery note and the specification provided by Enabled Authority. The provider shall check 5% of each component and inform Enabled Authority of any non-compliance by the Production Supplier with the requirements.</p> <p>In the event that a product received is damaged the Contractor shall:</p> <ol style="list-style-type: none"> 1) Receipt the product but note the quantity of damaged items 2) Quarantine the product away from the non-damaged stock. The quarantined stock must be clearly identifiable as such to prevent inclusion in collation activity. 3) Report (by phone or email) to the Enabled Authority on discovery the type and quantity of products affected, and the nature of the damage.
C4	<p>The Contractor shall support Enabled Authority by acting on its behalf as a Return to Sender (RTS) addressee.</p>
C5	<p>The supplier shall have the capacity to store all Enabled Authority stock (i.e. both incoming products and work in progress during collation) with no loss or damage and be able to retrieve it efficiently when required for each collation activity.</p> <p>The Contractor may need the Production Supplier to label the cartons containing the products with information to aid warehousing and goods receipt, or conform to particular standards for palletising products. These requirements should be submitted as part of the response to the Enabled</p>

	Authority's requirements.
D – Primary Collation	
Requirement Number	Requirement Description
D1	<p>The provider shall</p> <ol style="list-style-type: none"> 1) ensure the contents of each pack created during Primary Collation match the description on the Top sheet of each Product Pack; 2) Test Materials Packs shall be packaged so that only the content sheet of each Test Material Pack can be read;
D2	<p>The Contractor shall provide the Enabled Authority with Primary Collation Approval Packs. The Contractor shall:</p> <ol style="list-style-type: none"> 1) Collate four Primary Collation Approval Packs and send two Primary Collation Approval Packs to the Enabled Authority via a secure track and trace service provided by the Logistics Provider. 2) Keep two Primary Collation Approval Packs as master copies for reference during Primary Collation. 3) Not commence the main collation until the Enabled Authority has confirmed written approval of these Advance Packs.
D3	<p>The Contractor shall ensure that the Collation Management System and the Quality Assurance process the Contractor employs delivers 99.95% accuracy and above.</p>
E – Consignment Collation	
Requirement Number	Requirement Description
	<p>The Contractor must have the ability to action changes in school orders, from update orders provided after the primary school orders file has been released.</p>
E1	<p>The Contractor shall ensure that the minimum possible number of Cartons is used for each Consignment while ensuring that no single Carton exceeds 12.5kg in weight when full.</p>
E2	<p>The Contractor will print the address labels for each carton within a Consignment. These labels must include as a minimum:</p> <ol style="list-style-type: none"> 1) The delivery address

	<ol style="list-style-type: none"> 2) The Logistics Supplier's parcel tracking data and barcodes 3) A marking indicating the total number of cartons within the consignment and the sequence within that for each carton, e.g. "Box 1 of 2" <p>The Logistics Provider can provide a template for their standard address label but there is scope for the Collation Supplier to produce a customised version containing additional information. The customised label must meet the Logistics Provider's layout template for the tracking data and barcodes, and samples must be tested with the Logistics Provider to demonstrate they function.</p>
E2	<p>The Contractor shall adhere to the following requirements during Consignment Collation:</p> <ol style="list-style-type: none"> 1) The Contractor shall print and include a Delivery Note in the first Carton of any school Consignment (see Appendix Ap4 for the template) 2) All Cartons in any one Consignment shall be despatched on the same day to minimise multiple deliveries to the Addressee 3) Where an Addressee has ordered braille packs, these shall be collated within the Consignment so they are not damaged.
E3	<p>The Contractor shall collate Consignments for Service Children's Education (SCE) schools. The Consignments shall be delivered to the British Forces Post Office (BFPO) at RAF Northolt for onward shipment.</p>

F – Security

The nature of the materials and data the Contractor will handle on behalf of the Enabled Authority means any breach of security that causes public exposure of the data or materials will be, at the very least, embarrassing for the Enabled Authority and could at worst undermine the integrity of the test processing for that academic year. This would call into question the Provider's capability for delivering the Enabled Authority's requirements

The Contractor will be required to treat all test and examination materials as Official Sensitive and security controls will be expected to meet the requirements of the HMG Security Policy Framework and associated good practices.

The Bidder must complete Government Supplier Assurance Framework self-assessment (see Annex 7, page 55), confirming compliance with each requirement and providing applicable evidence of your compliance.

Requirement Number	Requirement Description
F1	The provider must nominate someone in their management team who shall have ultimate responsibility for all aspects of information governance and security management relating to the Supplier Services.
	No later than 10 business days after the notification of award, the provider must produce and adhere to a security plan, based on and compliant with the HMG Cabinet Office Security Policy Framework.
	The provider will in conjunction with the Enabled Authority undertake an accreditation triage of the data to be processed, managed or otherwise used by the provider or their sub-contractors to ensure the security controls meet the require levels of the current Enabled Authority risk appetite.
	Dependent upon the data involved and the outcomes of the accreditation triage the provider may have to undergo a comprehensive security assessment or comply with a commercial assurance based on meeting the HMG Security Policy Framework.
F2	The provider must require that any Sub-Contractor(s) are operating acceptable security policies, in line with the requirement at F1 above. The provider must confirm that a Sub-Contractor's security policies are acceptable, in line with the agreed requirements as at F1 above prior to letting the relevant sub-contract. The Sub-Contractor must agree to provide documented evidence of meeting these requirements to the DfE.
F3	The provider must ensure that all physical and logical movement of materials are secure and meet latest HMG Security Policy Framework requirements. Contractors must present in advance to the Enabled Authority proposals for all methods of movement of materials both physical and logical. These proposals must be pre-agreed by the Enabled Authority prior to any materials movements.
F4	No materials or data related to the Services shall be transferred or processed outside of the European Economic Area (EEA) at any time, unless Enabled Authority has given its explicit consent to such transfer or processing.
F5	The provider will co-operate with Enabled Authority at all times to allow access to provider and any sub-contractor premises and systems to allow assurance to take place that

	all plans policies and procedures are being complied with by the Supplier, or to verify any suspected security issues.
F7	The provider must ensure all staff working on the test materials sign a confidentiality agreement and a security declaration confirming they will comply with the provider's security policy and standards. Enabled Authority may request evidence of this at any time. Failure to provide evidence will be a breach of the contract.
F8	The Contractor shall grant Enabled Authority representative's access to the Contractor Sites, and visibility of all processes it undertakes for Enabled Authority. The Enabled Authority reserves the right to carry out independent quality assurance audits of work to be undertaken, work in progress or work completed unannounced at any time during the lifetime of the contract.
G – Supply chain and stakeholder interfaces	
Requirement Number	Requirement Description
G1	The Contractor will comply fully with the logistics provider's interface specification documentation (see Appendix Ap2).
G2	Provide an outline of how the management of the contract will function between PVP, Enabled Authority and the operational collation provider.
G3	<p>The Contractor must work with the Enabled Authority's logistics supplier to plan the collection of consignments for each workpackage and integrate their systems to facilitate the exchange of consignment data (see the logistics provider interface specification document. Appendix Ap2).</p> <p>The Contractor must allow a small team from the Logistics Provider access to their site during the main despatch rounds so they can label and record the pallets of materials being handed over.</p>
G4	The Collation Supplier will work constructively with the Enabled Authority's Production Services supplier to plan and co-ordinate deliveries of manufactured product, e.g., deliveries of advance copies or samples of materials to aid collation planning and the supply of packaging materials
G5	The Collation Supplier will work constructively with the Enabled Authority's External Marking Services provider to

	facilitate exchanges of materials as needed.
G6	Should the collation supplier be asked to organise deliveries of materials through the British Forces Post Office then the supplier will comply with their booking in procedures.

H – Management Information

Requirement Number	Requirement Description
H1	<p>The Contractor will need to provide the following detailed management information:</p> <ol style="list-style-type: none"> 1) Material receipt from the Production Suppliers, including damaged material and under or over deliveries; 2) Collation Volumetric Plan and actual progress of Primary Collation or Consignment Collation as against the relevant Collation Volumetric Plan, including any collation errors found and corrected 3) quantity and accuracy of the creation of labels for Consignment 4) forecast of Consignments to be dispatched using the Logistics Service Provider against actual dispatch of Consignments using Logistics Service Provider; 5) product stock levels; 6) quality assurance processes and results, including but not limited to waste management; 7) resource recruitment planned and actual; <p>The Contractor shall supply:</p> <ol style="list-style-type: none"> 1) a report graph for each reporting topic 2) the supporting data for each reporting topic <p>These should be provided twice weekly Tuesday and Thursday during planning and daily during service delivery.</p>

I – Helpdesk Support

Requirement Number	Requirement Description
I1	<p>The provider's helpdesk will support STA's stakeholders by answering customer enquiries on topics such as:</p> <ol style="list-style-type: none"> 1) Despatch data 2) Consignment content and collation order 3) Consignment tracking information 4) Replacements for lost, missing or damaged items 5) Late requests for additional materials

	a.
I2	The provider's helpdesk will have the capacity (i.e. people, telephony, systems) to successfully answer the expected volume of calls across the operational window. However, additional resource would need to be made available to handle spikes in call volumes.
I3	The provider shall ensure all call handlers are trained to handle customer enquiries efficiently and courteously, and in line with any operational or policy decisions outlined by STA.
I4	The provider will report call types, call volumes and other similar information so STA can understand where service or school communications improvements are necessary.
	The provider's call handlers must be able to transfer calls to other STA helpdesks

J – Ad hoc Logistics

Requirement Number	Requirement Description
J1	<p>The Contractor will make available an on request point-to-point same day delivery service for small quantities of test materials. The deliveries will be from the Contractor's site to the Enabled Authority's supply chain and stakeholders. For illustration, these locations have included:</p> <ul style="list-style-type: none"> • The External Marking Services provider's facilities in Hellaby (South Yorkshire), Norwich, and Holborn (central London) • The British Forces Post Office at RAF Northolt • The Enabled Authority's offices in Coventry and Westminster <p>Enabled Authority should give at least 24 hours' notice but there could be situations where notice is shorter.</p>
J2	The same day delivery service must maintain the security of the materials being transported and comply with relevant regulations, e.g. driver time restrictions
J3	<p>For each ad hoc despatch the Contractor will be required to:</p> <ol style="list-style-type: none"> 1) Follow any booking in procedures required by the delivery location 2) Email an advanced shipping notice to the destination outlining the details of the materials in the consignment, the quantity of packs/items, and the

	<p>number of cartons</p> <ol style="list-style-type: none">3) Include a Delivery Note with the consignment4) Contact the destination to confirm the departure and estimated time of arrival
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ANNEX 2 – Pricing Schedule (Performance Driven Cost Model template)

SECTION A PRINT VENDOR PARTNER – PERFORMANCE DRIVEN COST MODEL

Background

This Cost Model supports GPS's strategic aim to move away from a traditional, tactical print model to the appointment of a strategic partner as the focal point for all Central Government ("CG") print requirements.

A primary function of the Contract will be to support existing and develop new strategies to enable standardisation, rationalisation and aggregation of CG's outputs, develop best practice and drive efficiencies.

The Cost Model has been designed to provide a clear and transparent mechanism to effectively manage the supply chain, deliver savings to CG and appropriately reward the Contractor.

This model is designed to enable CG to operate within its reducing annual budget.

Open book accounting will be required from the Contractor.

Cost Model Definitions for the purposes of this Enabling Agreement.

'Budget' means the Enabled Authority's annual funds available for the Services.

'Baseline' means at contract inception the baseline is the existing unit cost of individual Enabled Authority Services.

'Unit Cost' means the individual cost of the Enabled Authority's Services.

Cost Model Principles

The Contractor's development of a Benefits Management Programme – to deliver all efficiency/savings opportunities as agreed with the Enabled Authority and demonstrates the Contractor's commitment to, and management of, a benefits delivery process.

Driving savings and efficiencies must be balanced against the following principles:

- Business Continuity – Ensuring no break in business continuity of all collation and related requirements.
- Risk Management – Ensuring relevant risks to the Enabled Authority are promptly identified, jointly discussed and effectively mitigated.

Management Fee

In Year 1 a Management Fee of 8% will be payable on a monthly basis to the Contractor on the total spend.

Performance Driven Payment

The Performance Driven Payment is applicable on all Service related spend.

- At Enabling Agreement inception the baseline will be confirmed on all lines.
- Matrix pricing is applicable where service or product lines are of a similar nature.
- In Year 1, any Contractor instigated Services cash releasing savings, will result in a Performance Driven Payment made on the basis of: **100% Dept / 0% Supplier** of the savings.
- Only Service savings are subject to the Performance Driven Payment and each individual payment will be made only for a 12 month period.
- The unit cost may be adjusted only in exceptional circumstances where there is a material change and with the agreement of the Enabled Authority.
- Unit cost baseline re-alignment will take place as savings are declared or where adjustments are agreed by the Enabled Authority.
- Any new requirements will be priced against the agreed Baseline Dataset (as defined below) or competitively benchmarked by the Contractor and agreed by the Enabled Authority.
- Any significant change to existing requirements will constitute a new line.

Reviews

The Enabled Authority reserves the right to review the Cost Model at any time, including a formal review after Year 1, to ensure it continues to realise the required savings/efficiencies and appropriately incentivise Contractor performance. Any changes to the cost model must be agreed by both Parties and be deliverable within CG's designated budgets.

In Year 2, and subsequent years it is expected that, as the Contractor becomes fully operational, the Cost Model will be changed to reflect a fully functioning performance driven payment model.

Incentive Payment

In exceptional circumstances, where the Contractor has actively contributed to or instigated savings for the Enabled Authority outside the remit of the Enabling Agreement requirement, non-guaranteed discretionary performance payments may be available.

SECTION B Cost Model Agreement, Invoicing and Payment

B1 Purpose

B1.1 This Section describes:

- (a) the method for calculating the Charges payable by the Enabled Authority under this Enabling Agreement and the time and manner in which those Charges will be paid by the Enabled Authority in consideration for the Goods and Services provided by and other obligations performed by the Contractor under the terms of this Enabling Agreement;
- (b) the Benefits Management Methodology.

B2 Cost Model Agreement Structure

B2.1 The Charges in respect of all the Goods and Services are fully inclusive of the charges listed in Paragraph B2.2 below

B2.2 The Charges for the Goods and Services are fully inclusive of the following elements:

- (a) all costs associated with the provision of the Goods and Services under this Enabling Agreement, including the Management Fee, the prices set out in Section C, the Performance Driven Payment and the Incentive Payment;
- (b) (save as otherwise provided in this Contract) the cost of all day to day stationery and consumables required to deliver the Goods, Print and/or Associated Services in question; and

Subject to B3, the Parties to the Enabling Agreement may review the Management Fee and the Performance Driven Payment at anytime during the Contract on an ad-hoc basis as agreed between the Parties, including a formal review on or before 1st November 2016 and at each such anniversary thereafter (the "**Cost Model Review**").

B3 Cost Model Agreement Principles

B3.1 The Contractor shall invoice the Enabled Authority for the following components of the Charges:

B3.1.1 the Services approved and delivered in accordance with this Annex and Section C (the "**Service Component**");

B3.1.2 a charge in relation to Service savings delivered. This will be calculated, pursuant to the methodology in B4, as a percentage of the sum of the Total Service Savings Achieved (the "**Performance Driven Payment**");

B3.1.3 a management fee. This will be calculated as % of the sum of the Service Component (the "**Management Fee**");

B3.1.4 in year 2 and subsequent years as the Contractor becomes fully operational across other Client departments, the Parties to this Enabling Agreement anticipate that the cost model will be changed to reflect a fully functioning performance driven payment model.

B3.1.5 the basis of the charges in B3.1.2 and B3.1.3 are as set out in this Annex or as agreed between the parties in writing.

B3.1.6 in exceptional circumstances where the Contractor has actively contributed to, or instigated, savings outside the remit of the Goods and Services provided, a non-guaranteed discretionary performance payment may be payable (the "**Incentive Payment**").

For the avoidance of doubt, the Management Fee, the Performance Driven Payment and the Incentive Payment all represent further payments of consideration to the Contractor for the supply of Goods and Services and do not represent supplies in their own right.

B4 Benefits Management Methodology

B4.1 The Performance Driven Payment will be calculated on Primary Service Savings and Secondary Service Savings (the "**Total Savings Achieved**"), and any such payment will apply for a rolling 12 month period. The calculation for the Associated Services provided for the 2016 test cycle are based on the charges set out in the Price Model in this Annex

B4.2 The savings will be measured on a "gross" basis and calculated in exclusion of the Management Fee, the Performance Driven Payment or the Incentive Payment and/or VAT (and these will not be included in the Total Savings Achieved calculation) or for the avoidance of doubt included in the Benchmarking Process.

B4.3 The Contractor will work with the Enabled Authority to produce a savings plan which will be measured, as agreed between the Parties to this Enabling Agreement.

Primary Service Savings

B4.4 Savings will be determined on a job-by-job basis by measuring the cost of the relevant Service Component obtained by the Contractor in providing the Service against the price paid during the baseline period (the "**Baseline Costs**") – details of which shall be collated by the Contractor into a dataset (the "**Baseline Dataset**").

B4.5 In order to determine the Primary Service Savings, the Contractor will measure (with the exceptions outlined in B4.8) each item of the Service Component obtained (the "**Current Work**") against the relevant Baseline Costs. This process shall be known as the "**Benchmarking Process**".

B4.5.1 Unless otherwise agreed, the Contractor will identify a suitable match from the Baseline Dataset for each item of the Current Work.

B4.6 On a monthly basis, the total, aggregate value of the Baseline Costs and the total aggregate value of the current costs, for all benchmarked jobs for the year to date, will be compared. The resulting percentage will be deemed to be the savings percentage achieved for the year to date (as was measured on a job-by-job basis). This same savings percentage will be applied to those items which have not been benchmarked in order to determine the total Primary Service Achieved in that period.

- B4.7** The Enabled Authority warrants that the Baseline Dataset shall initially consist of, in relation to the Service Component, the unit prices, other additional costs and volumes information and in relation to the Services, job, task, project details, service costs, hourly rates charged and all supporting information during the period immediately prior to “Go Live” and shall represent the full price paid for those purchases.
- B4.8** On an agreed basis thereafter, the Baseline Dataset may be revised to include the full costs of purchases made during the preceding rolling 12 month period. The purpose of these revisions is to ensure that the Baseline Dataset is adjusted to allow for appropriate price revisions and any new products and/or services ordered in the period.

B5 Performance Driven Payment

- B5.1** For the purpose of this Contract, the Performance Driven Payment shall mean the agreed share of the Total Savings Achieved (calculated in accordance with B4) to be retained by the Contractor.
- B5.2** The Parties to this Enabling Agreement agree that values in respect of the Performance Driven Payment to be recovered by the Contractor shall be invoiced on a basis agreed by both Parties.
- B5.3** On a quarterly basis, the Parties to this Enabling Agreement will review the amounts invoiced in relation to the Performance Driven Payment and will reconcile those amounts against the amounts that should have been charged on a rolling 12 monthly basis with the intention of accounting for any under / overpayment between the Parties (it is anticipated that seasonality or other changes to volumes may result in this quarterly reconciliation being required).

B6 Incentive Payment

- B6.1** In exceptional circumstances where the Contractor has actively contributed to, or instigated, savings outside the remit of the goods and services provided, a non-guaranteed discretionary performance payment may be payable.
- B6.2** The Incentive Payment, if payable, will be recovered by the Contractor invoicing the Enabled Authority separately for the value, such value to be mutually agreed between the Parties to this Enabling Agreement.

B7 Billing Approach and Payment Principles

- B7.1** The Contractor will invoice as per the procedure set out below:
- (i) One invoice will be raised for each job, consolidated by PO number where possible
 - (ii) The Management Fee will be applied to the total Service Component amount for each invoice
 - (iii) An invoice will be raised for the monthly Performance Driven Payment in a mechanism agreed between the Contractor and the Enabled Authority.

- B7.2 The Contractor shall, at the end of each month, produce a report reconciling values (the “**Contract Reconciliation**”) owed in respect of Performance Driven Payment. Pursuant to B5.3 above, the amounts over or underpaid between the Parties will be accounted for on a quarterly basis.
- B7.3 The invoices submitted by the Contractor shall:
- (i) Be in respect of all relevant charges and amounts payable by the Enabled Authority in respect of the relevant month; and
 - (ii) Be sent to the Enabled Authority’s invoice processing centre in a manner agreed by both Parties; and
 - (iii) Be submitted by the fifth (5th) business day following the end of the month in which Goods and Services were delivered.
- B7.4 At each anniversary of “Go Live”, any amounts payable in respect of the Performance Driven Payment shall be settled between the Parties to this Enabling Agreement, on production of the final Contract Reconciliation for that period.
- B7.5 The payment terms are outlined in B2 of the Contract and payments will be regularly monitored by the Contractor. The Enabled Authority will endeavour to pay within 5 days of receipt of a due and valid invoice. In the event that those endeavours or the Enabled Authority’s policies in this regard change, and the Contractor is paying its subcontractors within 30 days, then the Parties to this Enabling Agreement will discuss and resolve this through the governance process set out at Schedule D (*Governance and Contract Management*) with such resolution to be the Enabled Authority paying within 5 days or the Cost Model Agreement being adjusted to cover the Contractor from resulting cashflow costs.

B8 Auditability and Transparency

B8.1 One of the founding principles of the contract is that the Parties will work in partnership. In the spirit of this partnership the Parties will work in an “open-book” relationship. The Enabled Authority will agree with the Contractor the information required to be reported within the monthly Management Information.

B8.2 Records of every job benchmarked will be held within the Contractor’s e-procurement system. The Contractor will generate a monthly report for the Enabled Authority detailing every job benchmarked showing:

- (a) Price paid for each Service
- (b) Previous price paid for each Service
- (c) Calculation of the savings percentage
- (d) Calculation of the total saving achieved by the Contractor
- (e) Calculation of the Performance Driven Payment due to the Contractor
- (f) Calculation of the Performance Driven Payment recovered by the Contractor

(g) Under or over-recovery of the Performance Driven Payment

B8.3 A report will also be provided detailing reasons for any jobs not benchmarked in the month.

B8.4 All savings calculations will be formally approved by the Enabled Authority on a monthly basis within five (5) Business Days of receipt of the monthly management information pack.

B9 Stock held prior to go-live

The Contractor shall not be responsible for purchasing or otherwise be liable to any third party for any stock or consumables held, as at 11th November 2014 any third party (including any Outgoing Contractor) on behalf of the Enabled Authority.

B8 Changes to format of Client Data

Where:

- (i) the Enabled Authority has requested that Client Data be provided to it by the Contractor in a specific format pursuant to Clause D1.3, but later specifies a different format for such Client Data; or
- (ii) the Enabled Authority supplies Client Data to the Contractor in one format and requests that such Client Data be returned to the Enabled Authority in a different format, the Enabled Authority shall be liable for all reasonable additional Contractor's costs relating to the requested change in format of Client Data.

B12 The Enabled Authority's Responsibilities in relation to identifying their Employees who may transfer under TUPE upon the Transfer Date

B12.1 The Enabled Authority is required under the Enabling Agreement to identify and notify to the Contractor of all of its employees who may transfer by virtue of TUPE upon the Transfer Date.

B13 Redundancy following a transfer under TUPE upon the Transfer Date

B13.1 If an employee of the Enabled Authority transfers to the Contractor by virtue of TUPE upon the Transfer Date, the Enabled Authority shall indemnify the Contractor against the cost of a redundancy payment (to include the cost of the payment made to the employee in respect of any contractual notice period) if the said transferred employee is made redundant

- (i) within 6 months of the Transfer Date; and
- (ii) following a lawful, fair and open redundancy procedure.

B13.2 If the Contractor carries out a lawful, fair and open redundancy procedure and nonetheless receives an Employment Tribunal Claim relating to the redundancy procedure, the Enabled Authority shall further indemnify the Contractor in respect of any legal costs reasonably incurred in relation to defending that Claim (such legal costs to exclude the payment of any Tribunal award or out of court settlement), up to a maximum of £10,000 per Claim.

B13.3 Such redundancy payment and legal costs referred to at Clause B13.1 and B13.2 respectively may be recovered by the Contractor through the Cost Model or other method agreed with the Enabled Authority.

B13.4 The Parties to this Enabling Agreement envisage that such employee referred to in Clause B13.1 will be identified under Clause B12.1 above.

B14 Redundancy following a Claim by an Employee that they transferred under TUPE upon the Transfer Date

B14.1 If an employee of the Enabled Authority claims, within 6 months of the Transfer Date, that he or she transferred to the Contractor's employment by virtue of TUPE upon the Transfer Date, the Enabled Authority shall indemnify the Contractor against the cost of a redundancy payment (to include the cost of the payment made to the employee in respect of any contractual notice period) if the said transferred employee is made redundant

(a) within 6 months of the date of their claim, and

(b) following a lawful, fair and open redundancy procedure.

B14.2 If the Contractor carries out a lawful, fair and open redundancy procedure and nonetheless receives an Employment Tribunal Claim relating to the redundancy procedure, the Enabled Authority shall further indemnify the Contractor in respect of any legal costs reasonably incurred in relation to defending that Claim (such legal costs to exclude the payment of any Tribunal award or out of court settlement), up to a maximum of £10,000 per Claim.

B14.3 Such redundancy payment and legal costs referred to above in Clauses B14.1 and B14.2 respectively may be recovered by the Contractor through the Cost Model or other method agreed with the Enabled Authority.

B14.4 The Parties to this Enabling Agreement envisage that such employee referred to in Clause B14.1 will not have been identified under Clause B12.1 above.

B15 Contractor's obligations in relation to Redundancy decisions

B15.1 In relation to any redundancy referred to at Clauses B13.1 and B14.1 above, prior to any final decision to make any such employee redundant, the Contractor shall use best endeavours to explore alternatives to redundancy and minimise, by way of all practicable and reasonable means, including but not limited to redeployment of the employee to other work, or their retraining, the risk of redundancy and the number of employees that will be made redundant. Failure to do so will result in the indemnity in Clauses B13.1, B13.2, B14.1 and B14.2 above being rendered void.

B16 The Enabled Authority's Responsibilities in relation to identifying the Suppliers providing the Services immediately prior to the Contractor

B16.1 The Enabled Authority is required under the Enabling Agreement to identify and notify the Contractor of all of its incumbent Suppliers who are providing the Services immediately prior to the Contractor.

B17 Contractor's Obligations to Identify and Manage the transfer of Supplier employees under TUPE

B17.1 Following identification by the Enabled Authority of its Suppliers pursuant to Clause B16.1 above, the Contractor, with such Suppliers will identify any employees who may transfer under TUPE upon the Transfer Date, and thereafter, shall work with such Suppliers to manage any transfer of employees under TUPE upon the Transfer Date.

B18 Triggers for Review of Cost Model

B18.1 If an employee of the Enabled Authority, who has not been identified pursuant to Clause B12.1 above as an employee transferring by virtue of TUPE upon the Transfer Date, transfers to the Contractor, the Contractor shall have the right to request a review of the Cost Model.

B18.2 If an employee of an incumbent Supplier who is providing the Services to the Enabled Authority immediately prior to the Contractor transfers by virtue of TUPE to the Contractor and that incumbent Supplier was not one identified by the Enabled Authority pursuant to Clause B16.1 above as being such an incumbent Supplier, the Contractor shall have the right to request a review of the Cost Model.

B18.3 In the event that the scope of the Services required by the Client substantially alters from that set out in the Contract, both Parties to this Enabling Agreement shall have the right to request a review of the Cost Model.

SECTION C Agreed Cost Model

C1 The following agreed Price Model and Savings shall apply to this Enabling Agreement



2016 Collation Cost
Model.xlsx

ANNEX 3 – Specific Responsibilities of the Parties to this Enabling Agreement

A. Enabling Authority

The principle roles and responsibilities of Enabled Authority in this contract will be:

- Assurance of delivery to the milestones and quality standards set out in this document; and
- Contract management of the Collation Services prime contractor and other suppliers.
- Provision all the inputs described in Tables 1 to 5 below to the Contractor by the dates set out in those tables

Key Personnel

Lucinda Ward Head of Operational Delivery (Materials & Support Services)

Lucinda has overall management and responsibility for the Print and Logistics Functions and is the Senior Responsible Officer reporting into the Test Operations Deputy Director. Lucinda would be the final point of escalation before invoking the formal Dispute Resolution process of the PVP Framework.

Ian Skidmore Senior Materials & Systems Manager

Ian is the senior point of contact for the contract, engaging with William Lea and Granby contract sponsor and other senior project stakeholders. He would be present at the bi-annual and annual client reviews and would be the second point of escalation for issue resolution.

Jonathan Bryan Print & Logistics Manager

Jon has day-to-day responsibility for the contract and ensuring the services are delivered to quality and time through the information supplied to the Print and Logistics Advisors. Jon will be first point of escalation for issue resolution. He will deputise for the Senior Materials and System Manager on any print and logistics topics in their absence.

Ryan Lucas Print and Logistics Adviser / **Benjamin Johns** Print & Logistics Adviser

Ryan and Ben have day-to-day responsibility for the management and liaison with suppliers for the manufacture, collation and distribution of test materials.

Ryan will manage Key Stage 1, key stage 2 and the Phonics Screening Check operations with Ben shadowing.

They will monitor progress with the Suppliers and will work collaboratively with the suppliers to manage issue resolution relating to the services. They will deputise for the Print and Logistics Manager in their absence.

The Key Personnel shall include the replacements or equivalents from time to time of those individuals specified above.

Table 1: Job#KM1 Inputs for Mobilisation

Item	Description	Format	Date available
Draft Key 2016 Stage 1 pack definitions and quantities, and print specification	This file confirms the pack definitions along with estimated quantities and the print specification for every printed product that will be received from the printer for key stage 1 collation	.xls	11/12/2015
Draft 2016 Key stage 2 pack definitions and quantities, and print specification	This file outlines the pack definitions along with estimated quantities and specification for every manufactured product for the 2016 Key stage 2 tests	.xls	11/12/2015
Draft 2016 Phonics check pack definitions and quantities, and print specification	This file outlines the pack definitions along with estimated quantities and the specification for every manufactured product from the 2016 Phonics check	.xls	11/12/2015
Service Children's Education delivery requirements doc	In addition to supporting all participating primary schools in England, Enabled Authority also provides to Schools oversea on military bases, these deliveries are serviced by 1 bulk delivery to the British Forces Postal Office (BFPO) based at RAF Northolt. . This document lays out the requirements for this delivery	.doc	11/12/2015
2016 Operations Brief	Baseline information for delivery requirements on any given job. Specific elements may change in planning as supply chain arrangements are agreed for the new cycle.	.doc	11/12/2015

Table 2: Job#KM2 Inputs for Key stage 1

Item	Description	Format	Date available
2016 Key stage 1 Pack definitions and	The data that drives primary collation. It outlines all of the pack types required, their content and the	.xls	18/12/2015

quantities	quantity of each to collate including the contingency quantities identified by the Enabled Authority.		
2016 Key stage 1 standard tests school orders	The data that drives consignment collation for schools that ordered standard tests. It contains a record for each school detailing their contact details and requirement for each pack type. The file will be stored in the Workplaces portal Collation folder.	.csv	18/12/2015
2016 Key stage 1 modified test orders school orders	The data drives consignment collation for schools that ordered modified tests. It contains a record for each school detailing their contact details and requirement for each pack type. The file will be stored in the Workplaces portal Collation folder.	.csv	18/12/2015

Table 3: Job#KM3 Inputs for Key stage 2

Item	Description	Format	Date available
2016 Key stage 2 primary collation data	The data outlines the pack types required, their content and the quantity of each to collate, including the contingency quantities identified by the Enabled Authority.	.xls	18/12/2015
2016 External Marking Services Provider order	The External Marking Services provider requires quantities of the materials to train the markers. The document sets out the quantities, delivery dates and delivery addresses.	.xls	18/12/2015
2016 Key stage 2 consignment collation data	The Enabled Authority will provide a dataset containing a record for each school detailing their contact details and requirement for each pack type. The dataset will be drawn from all available information known about school's requirements at the end of the Pupil Registration window on 20/03/2014.	.csv	21/03/2016
2016 Key stage 2 consignment collation data – Update 1	A dataset containing the details of new or amended school requirements.	.csv	29/04/2016
2016 Key stage 2 consignment collation data	A dataset containing the details of new or amended school requirements.	.csv	30/04/2016

Item	Description	Format	Date available
– Update 2			
2016 Key stage 2 consignment collation data – Update 3	A dataset containing the details of new or amended school requirements.	.csv	05/05/2016
2016 Key stage 2 consignment collation data – Update 4	A dataset containing the details of new or amended school requirements.	.csv	07/05/2016
2016 Key stage 2 modified test orders school orders	The data drives consignment collation for schools that ordered modified tests. It is downloadable from the NCATools website. It contains a record for each school detailing their contact details and requirement for each pack type.	.csv	05/12/2015

Table 4: Job#KM4 Inputs for Phonics Check

Item	Description	Format	Date available
2016 Phonics check primary collation data	The data outlines the pack types required, their content and the quantity of each to collate, including the contingency quantities identified by the Enabled Authority.	.xls	29/04/2016
2016 Phonics check consignment collation data	The Enabled Authority will provide a dataset containing a record for each school detailing their contact details and requirement for each pack type. The dataset will list the schools allocated to each of the two delivery weeks.	.csv	29/04/2016

Table 5: Job#KM5 Inputs for Closedown

There are no inputs for Closedown

B. Contractor

The principal roles and responsibilities of the Contractor are:

- Fulfilment of the entire Collation process as briefed to ensure timely, efficient, effective, economic and accurate packaging of Test materials for collection and preparation for collection by Enabled Authority's Logistics

Provider

- Project management of the Collation process within the milestones and service levels determined by Enabled Authority including active risk mitigation and management;
- Provision of management information to permit Enabled Authority to assure the delivery of the collation service;
- Contract management of any subcontractors used to deliver the collation services;
- Responsive and high quality customer service to Enabled Authority;
- Co-operation with the wider Enabled Authority supply chain to ensure that it contributes to the effective and successful delivery of the overall programme objectives; and
- Co-operation with audit and review bodies to ensure high standards can be assured and maintained.
- Delivery of all the outputs described in Tables 6 and 7 below

Key Completion Dates

The following key completion dates are critical to the success of the tests, and time is of the essence.

Table 6

Job#	Key Milestones	Completion Date
KM1	Mobilisation complete	29/01/2016
KM2	Key Stage 1 complete	29/04/2016
KM3	Key Stage 2 complete	20/05/2016
KM4	Phonics complete	24/06/2016
KM5	Closedown complete	31/07/2016

Planning Metrics

For planning purposes, the Contractor shall use the following metrics, which are estimates for the 2016 test cycle.

KM1: There are no metrics that apply to this job.

KM2

Unit	Value
Schools participating in the tests	15,500
Pupils	615,000
Product lines manufactured by the Production Supplier	43
Total manufactured components	6,221,640
Total pallets of components delivered from production supplier	600
Number of standard pack types	6
Total standard packs for primary collation	430,869

Unit	Value
Number of modified pack types	14
Total cartons packs for consignment collation	40,000
Pallets presented to the Logistics Supplier	535

KM3

Unit	Value
Schools participating in the tests	15,506
Pupils registered for the tests	585,000
Product lines to manufacture	70
Total manufactured components	5,789,600
Total pallets of components delivered from production supplier	500
Number of standard pack types	6
Total standard packs for primary collation	396,947
Number of modified pack types	24
Total cartons to pack for consignment collation	37,500
Pallets presented to the Logistics Supplier	500

KM4

Unit	Value
Participating schools	16,238
Pupils	672,000
Product lines to manufacture	7
Total manufactured components	183,582
Total pallets of components delivered from production supplier	26
Number of pack types	2
Total packs to primary collate	36,747
Total cartons to pack for consignment collation	16,256
Pallets presented to the Logistics Supplier (incl. part pallets)	155

KM5: There are no metrics that apply to this job.

Table 7: Outputs

Job#KM1	Mobilisation Outputs	SOR reference	Completion Date
	Enabling Agreement signed by all parties		18/12/2016
	Completion and passing of the Security and assurance audit	Section F	29/01/2016
	Enabled Authority agreement of the end to end project plan for the 2016 cycle	Section A7	29/01/2016
	Enabled Authority agreement of the project account team	Section A1, G	29/01/2016
	Enabled Authority signoff of all packaging materials	Section B	29/01/2016
	Enabled Authority agreement of all project Governance arrangements	Section A4, G	29/01/2016

Successful completion of Logistics Provider interface test (if required)	Section G1	29/01/2016
Establishment of delivery arrangements with the Production Supplier	Section C, G	29/01/2016
Enabled Authority signoff of a Project initiation document (PID)	Section A2	29/01/2016
Enabled Authority Signoff of all KS1 product descriptions(PDs)	Section A1	Date to be confirmed
Enabled Authority signoff of a baseline Risk register	Section A1	29/01/2016
Enabled Authority signoff of all MI templates	Section H	29/01/2016
Enabled Authority agreement of 2016 cycle cost	Price Model	29/01/2016
Final Completion of Job#KM1		19/12/2015
Job#KM2: Key stage 1	SOR reference	Completion Date
Receipt and safe storage of all Key stage 1 materials	Section C	12/02/2016
The meeting of all Enabled Authority quality Criteria for primary collation	Section D	08/04/2016
The meeting of all Enabled Authority quality Criteria for Secondary collation	Section E	20/04//2016
Successful dispatch of all KS1 school orders	Section G1, G3	20/04/2016
Confirmation of final Key stage 1 costs	Price Model	18/04/2016
Final Completion of Job#KM2		29/04/2016
Job#KM3: Key stage 2	SOR reference	Completion Date
Receipt and safe storage of al Key stage 2 materials	Section C	29/03/2016
The meeting of all Enabled Authority quality Criteria for primary collation	Section D	15/04/2016
The meeting of all Enabled Authority quality Criteria for Secondary collation	Section E	29/04/2016
Successful dispatch of all Key stage 2 school orders	Section G1, G3	06/05/2016
Confirmation of final Key stage 2 costs	Price Model	25/04/2016
Final Completion of Job#KM3		22/05/2016
Job#KM4: Phonics Check	SOR reference	Completion Date
Receipt and safe storage of al Phonics Check materials	Section C	20/05/2016
The meeting of all Enabled Authority quality Criteria for primary collation	Section D	27/06/2016
The meeting of all Enabled Authority quality Criteria for Secondary collation	Section E	07/06/2016
Successful dispatch of all Phonics Check school orders	Section G1, G3	07/06/2016

Confirmation of final Phonics Check costs	Price Model	06/06/2016
Final Completion of Job#KM4		24/06/2016
Job#KM5: Closedown	SOR reference	Completion Date 31/07/2016
Implementation of the Exit Plan completed including: <ul style="list-style-type: none"> • Surplus Enabled Authority stock prepared for recycling and passed to the Enabled Authority's recycling provider or otherwise recycled • Modified stock transferred to the Enabled Authority's modified test agency • Lessons learned captured and reviewed with Enabled Authority 		

Constraints

- The dates for the key stage 1 administration month, key stage 2 test week and Phonics check week were determined through consultation with schools and cannot be altered
- All quality parameters defined and agreed with the Enabled Authority for the collation service must be met (the expected service levels are set out on page 20);
- The Collation Supplier must work with the Enabled Authority's established supply chain for production and logistics services
- The supplier must be able to provide flexibility to encompass changes in assessments resulting from Ministerial policy; and
- The supplier must provide value for money, transparent pricing and effective change control.

Key Personnel

Matt Carter* - Senior Account Executive

Matt has day-to-day responsibility for the man management of our service delivery and liaison with suppliers. They are responsible for ensuring that the client facing team are adequately trained and have the right level of knowledge and expertise to effectively meet standards set within the contract. They are the first point of escalation for issue resolution relating to the services. They will deputise for the Client Services Manager in their absence

Andy Howarth – Client Services Manager

Andy has day-to-day responsibility for the contract. They will engage with STA's contract manager on an as needed basis, updating them on progress, understanding client objectives and workloads and addressing any issues or concerns that might arise. They are the second point of escalation for issue resolution. They will deputise for the Client Services Director in their absence

Andrew Gregson – Granby Account Director

Andrew is an experienced Account Director and will be dedicated full time to the delivery of the service requirements. Andrew has exceptional skills in delivering projects of this nature and has been responsible for the delivery of all NCT's from 2002 to present date. Andrew has been employed at Granby since 2000 and is an accredited PRINCE2 practitioner.

Becca Gibson- Senior Client Services Manager

Becca is the senior point of contact for the contract, engaging with STA contract sponsor and other senior project champions. They would be present at the bi-annual and annual client reviews and are the third point of escalation for issue resolution

Governance

The governance arrangements for this Enabling Agreement are set out in the following table, noting that:

- * Denotes the chair who is responsible for ensuring the meeting invites are in the diary, the agenda and relevant documents are circulated in advance of the meeting and that the outputs from the meeting are circulated within 24 hours of the meeting
- All meetings detailed above are contractual and will ensure the successful delivery of the project and, as such, will be annexed in the Enabling Agreement

Table 8: Governance plan

Meeting	Agenda	When	Who	Outputs by WL	Where
Joint Weekly project review	Progress reports Project amendments Risks and issues Lessons learnt	Weekly: Monday 25th January 2016 – 13 June 2016 (inclusive)	Ryan Lucas Ian Skidmore Jon Bryan Matt Carter* Andrew Gregson Andy Howarth Becca Gibson (adhoc)	RAID Log Update report showing progress against key milestones Actions / Minutes	Teleconference
KS1 and KS2 distribution daily ops. call	Distribution progress update Review of incidents log and actions	Daily: Friday 15 April – Friday 28 April inclusive (Times TBC)	Ryan Lucas* Jonathan Bryan Andrew Gregson, Matt Carter (by invitation) ParcelForce Worldwide	Update report showing progress against key milestones RAID Log Actions /Minutes	Teleconference
Phonics distribution daily ops. call	Distribution progress update Review of incidents log and actions	3 - 10 June 2016	Ryan Lucas* Jonathan Bryan Andrew Gregson Matt Carter (by invitation) ParcelForce Worldwide	Update report showing progress against key milestones RAID Log Actions /Minutes	Teleconference
STA KPI finalisation	Review and agreement of KPI achievement following closure	22nd June 2016	Ryan Lucas Jonathan Bryan	Report on performance	Earlsdon Park-Coventry

	of operational activity		Matt Carter* Andrew Gregson Andy Howarth	against KPIs Actions/Minutes Lessons learned	
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Meeting	Agenda	When	Who	Outputs by WL	Where

Table 11: Communications

Governance type	Action	By 5pm Daily	Who
Risk Log	Complete RAID template supplied	Daily when required	Williams Lea / Granby
Goods Receipt MI	Complete PIMS template	Daily when required	Granby
Collation and Dispatch Progress MI	Complete PIMS template	Daily when required	Granby
Collation QA MI	Complete Granby template	Daily when required,	Granby
Lessons Learned information	Complete RAID template supplied	Daily when required	Williams Lea / Granby
Helpdesk MI	TBC, subject to outcome of Helpdesk provision	Daily when required	Granby

In addition to the above Williams Lea will also be on site at Granby for the following dates:

- Ad hoc during goods receipt from Communisis
- Day one of primary pack collation
- 1st day of consignment collation
- 1st day of distribution
- Ad hoc checks during the collation activity

ANNEX 4 – Management Information

Accurate, timely and comprehensive Management Information (MI) will be required by the Enabled Authority to effectively manage the Contract as set out below. Any further MI will be defined and mutually agreed during KM1 Mobilisation.

Management information will be provided as laid out in our communication and governance plan, but specifically the following MI will be provided:

- Material receipt from the Production Suppliers, including damaged material and under or over deliveries;
- Collation Volumetric Plan and actual progress of Primary Collation or Consignment Collation as against the relevant Collation Volumetric Plan, including any collation errors found and corrected
- Forecast of consignments to be dispatched using the Logistics Service Provider against actual dispatch of Consignments using Logistics Service Provider;
- Product stock levels;

ANNEX 5 – Service Levels and KPIs

This Annex 5 outlines the Service Levels for **Services** together with how they are measured.

Critical Acceptance Criteria

The Enabled Authority requires that the Contractor collates all school orders as ordered along with all supporting collation activity as required by Enabled Authority for the 2015 testing cycle and will meet the following critical success criteria.

Acceptance Criteria	Acceptance Method
i. the total quantity of each pack ordered by the Enabled Authority is collated by the Key Milestone Completion Date for each Job as set out in Table 6 in Annex 4 to this Enabling Agreement;	<p>a) Confirmation by the supplier that all quantities have been collated by the correct date and, at the Enabled Authority's discretion, a site visit to undertake a visual inspection; and</p> <p>b) There are no subsequent failures identified against ii, iii and iv below outside the stated tolerances.</p>
ii. 99.95% of all school orders consignments are collated accurately to the order and dispatched to the agreed profile for each job.	No more than 0.5% of schools has to request test materials due to a shortfall in delivery due to an error in collation
iii. 100% of school orders are fulfilled prior to the date that tests of any one job are sat in schools;	No school reports that it has insufficient test materials for its pupils on or after the date of the test due to an error in collation
iv. all consignments and supporting data are prepared in accordance with the Enabled Authority logistics provider's requirements and are ready for collection on the days set out in the Enabled Authority dispatch plan with 100% accuracy	Confirmation by Parcelforce that all consignments tally exactly with the Contractor's pre-delivery advice data when consignment barcodes are scanned at any Parcelforce depot.
v. there is no compromise of Enabled Authority test content in anyway. The provider must ensure that all material and data is accounted for at all times and that no release of information is disclosed to any unauthorised persons	Scrutiny of Contractor data and records and, at the Enabling Authorities discretion, a visit to the Contractor's premises to undertake visual inspection.

before completion of all jobs.

Key Performance Indicators (KPIs) and Service Levels (SLs)

Please refer to the following spreadsheet for:

- a description of the quality requirements for the services ("Service Levels");
- the pre-agreed losses ("Service Credits") that STA would incur if these Service Levels are not met ("Service Failure") that will be applicable to all Orders under this Enabling Agreement.
- The evidence required for each Service Level ("Measure")
- The method of calculating whether or not a Service Level has been met ("Compliance Calculation"); and
- The weighted value of Service Credits applied to any Service Level

NB: 1 Service Credit point is equal to a Service Credit multiplier of 0.003 or 0.3% of the total Order Value.

e.g. If the total value of an Order is £350,000 and a Service Level with Service Credit point value of 7 is failed, the calculation of the Service Credit payable will be:

$$(7 \times 0.003) \times £350,000 = £7,350 \text{ (equivalent to 2.1\%)}$$

KPI	Service	Service Level	Measure	Compliance Calculation	Service Credit points
2	Packaging and Peripherals Sourcing The agreed quantity and type of packaging and peripherals for an Order are available at the Contractor's site for the agreed start date for collation activity.	No collation activity should be delayed due to lack of packaging or peripheral materials.	Collation Progress Reports.	The commencement of either Primary or Secondary Collation is delayed against the agreed Order Project Plan = Service Failure.	1 Service Credit Point will be attributable to each Service Failure. (NB: if there are delays against both the Primary and Secondary Collation start dates, then 1 Service Credit Point shall be payable for each – i.e. a total of 2

KPI	Service	Service Level	Measure	Compliance Calculation	Service Credit points
					Service Credit Points will be payable).
3	Goods Receipt Deliveries from Production Providers are co-ordinated so that all vehicles booked on any given day are unloaded on that day.	Throughout the life of a Order, 100% of deliveries from Production Providers are received and unloaded successfully on the day they are scheduled.	Goods Receipt MI	Percentage performance against Service Level = $(A / B) \times 100$ Where: A = Number of deliveries unloaded on the day; and B = Total Number of vehicles booked for delivery on the day, less any cancelled deliveries. Less than 100% = Service Failure.	1 Service Credit Point will be attributable to each Service Failure.
4	Goods Receipt The quantity of pallets and boxes received from each Production Provider is to be verified against the delivery note received from that Provider within 2 working hours of the commencement of unloading of Products by the Production Provider at the Provider site.	Throughout the life of a Order, 100% of deliveries from the Production Providers are checked to verify the quantities delivered against the supplied delivery note within 2 working hours of commencement of unloading.	Goods Receipt MI	Percentage Performance against Service Level = $(A / B) \times 100$ Where: A = Number of deliveries checked within 2 hrs; and B = Total Number of deliveries received. Less than 100% = Service Failure.	1 Service Credit Point will be attributable to each Service Failure.
5	Goods Receipt The Contractor shall not accept any materials from the Production Suppliers that were not requested by the Authority.	Throughout the life of an Order, 98% of all deliveries from each Production Contractor shall have, within 24 hours of receipt, 10% of the cartons received opened and the content verified against the delivery note to ensure the Production Supplier has dispatched the	Goods Receipt MI and Verification Report	Percentage performance against Service Level = $(A / B) \times 100$ Where: A = Number of deliveries with 10% of cartons opened and verified within 24 hrs; and B = Total Number of deliveries received. Less than 98% = Service	1 Service Credit Point will be attributable to each Service Failure.

KPI	Service	Service Level	Measure	Compliance Calculation	Service Credit points
		correct material.		Failure.	
6	Primary Collation 99.95% of all sub-packs shall be collated as per the quantity and type of contents listed on the content sheet.	Throughout the life of an Order, no more than 0.1% of consignees within each Order report issues with the quantity or type of components within the sub-packs within their consignment.	Primary Collation MI and Reports from Consignees	Percentage performance against Service Level = $(A / B) \times 100$ Where: A = Number of consignees reporting issues with a sub-pack; and B = Total Number of consignees. Greater than 0.1% = Service Failure.	12 Service Credit Points will be attributable to each Service Failure.
7	Primary Collation 100% of sub-packs collated for the Authority marking team shall be collated as per the content listed on the content sheet.	Throughout the life of an Order, the Authority marking team do not report any issues with the quantity or type of components within the sub-packs within their consignment	Primary Collation MI and Reports from Consignees	One issue or more is reported by the Authority marking team = Service Failure.	7 Service Credit Points will be attributable to each Service Failure.
8	Primary Collation 99.95% of sub-packs are collated by the agreed date in the Order Project Plan.	Throughout the life of an Order, no more than 0.1% of the total number of sub-packs for an Order are incomplete by the agreed finishing date for Primary Collation.	Primary Collation MI	Percentage Performance against Service Level = $(A / B) \times 100$ Where: A = Number of sub-packs incomplete by the agreed date; and B = Total Number of sub-packs required by the date. Greater than 0.1% = Service Failure.	7 Service Credit Points will be attributable to each Service Failure.

KPI	Service	Service Level	Measure	Compliance Calculation	Service Credit points
9	Consignment Collation 99.95% of consignments to be collated as per the consignee's requirement as specified in either the operational briefing supplied by the Authority or the data supplied by the Authority (whichever is agreed as relevant to the Order).	Throughout the life of an Order, no more than 0.1% of consignees within each Order report issues with the quantity or type of components within their consignment.	Consignment Collation MI and Reports from Consignees	Percentage Performance against Service Level = $(A / B) \times 100$ Where: A = Number of consignees reporting issues with a consignment; and B = Total Number of consignees. Greater than 0.1% = Service Failure.	12 Service Credit Points will be attributable to each Service Failure.
10	Consignment Collation 100% of consignments collated for the Authority marking team shall contain the exact quantity of sub-packs of materials ordered.	Throughout the life of an Order, the Authority marking team does not report any issues with the quantity or type of components within their consignments.	Consignment Collation MI and Reports from Consignees	One issue or more is reported by the Authority marking team = Service Failure.	7 Service Credit Points will be attributable to each Service Failure.
11	Consignment Collation 99.95% of consignments are collated by the agreed date in the Order project plan.	Throughout the life of an Order, no more than 0.1% of consignments are not available for collection by the Logistics Contractor by the end of the planned collection window for an Order.	Consignment Collation MI and Logistics Contractor MI	Percentage Performance against Service Level = $(A / B) \times 100$ Where: A = Number of consignments not available for collection by end of collection window; and B = Total Number of consignments within an Order. Greater than 0.1% = Service Failure.	7 Service Credit Points will be attributable to each Service Failure.
12	Project	Throughout the life of	Incident	Percentage Performance	1 Service

KPI	Service	Service Level	Measure	Compliance Calculation	Service Credit points
	Management The Contractor will notify the Authority of any operational issues that could potentially disrupt or cause delays to the progress of an Order.	an Order, 100% of issues will be reported to the Authority within 4 hours following their initial discovery.	Reports	against Service Level = $(A / B) \times 100$ Where: A = Number of issues reported within 4hrs; and B = Total Number of issues. Less than 100% = Service Failure.	Credit Point will be attributable to each Service Failure.
13	Interfaces with Logistics Contractor The Contractor must work effectively with the Logistics Contractor to produce consignment address labels and upload pre-advice, and during any mutually dependent collections or deliveries, so that these activities are delivered to the agreed timelines.	Effectiveness will be measured against the achievement of key milestones within an Order.	Label Production MI Distribution MI	Key milestone not achieved due to actions attributable to the Collation Provider = Service Failure.	5 Service Credit Points will be attributable to each Service Failure. (NB: if the Provider fails to achieve more than 1 Key Milestone, then 5 Service Credit Points shall be payable for each Milestone missed – subject to confirmation that the Collation Provider was at fault).
14	Management Information The Contractor will provide all agreed reports within the timeframes and frequencies	Throughout the life of an Order: a) 100% of the required reports will be delivered within the agreed timescales; and b) 100% of reports	Submission of MI Reports	The Provider is either late in providing a report, or does not provide a report within the agreed format = Service Failure.	0.5 Service Credit Points will be attributable to each Service Failure.

KPI	Service	Service Level	Measure	Compliance Calculation	Service Credit points
	specified within an Order.	are supplied in the format agreed.			(NB: if the Provider fails to achieve either Service Level more than once during the life of a Order, then 0.5 Service Credit Points shall be payable for each Service Failure).
15	Helpdesk Support The Contractor Helpdesk support resource will be available to handle escalated calls on the days and between the times specified for any job.	Throughout the life of a Order, the Contractor Helpdesk support resource will be available 100% of the required times.	Helpdesk Support MI and Enabled Authority Reports	One instance or more of Helpdesk Unavailability is reported by Helpdesk Resource Users = Service Failure.	1 Service Credit Point will be attributable to each Service Failure.
16	All calls escalated to the Contractor Helpdesk support resource, will be answered and sufficient staff must be provided to enable that: (a) No calls to the Helpdesk are to be transferred to another person more than once in the same call; (b) All calls must be answered within 15 seconds; and	Within each calendar month, as a minimum: (a) 98% of calls will be responded to without transfer to another person more than once, in the same call; and (b) 98% of calls will be answered within 15 seconds. (c) there will be no more than 3 valid complaints during any Order period.	Helpdesk Support MI and Authority Reports	a) Percentage performance against Service Level = $(A / B) \times 100$ Where: A = Number of calls responded to without transfer to another person more than once; and B = Total Number of calls answered. Less than 98% = Service Failure. b) Percentage performance against	2 Service Credit Points will be attributable to each Service Failure for Criteria (a), (b) and (c). (NB: if the Provider fails to achieve both Criteria (a) and Criteria (b) within any

KPI	Service	Service Level	Measure	Compliance Calculation	Service Credit points
	(c) No valid complaints regarding the level of service provided by the Helpdesk will be escalated to the Enabled Authority.			<p>Service Level = $(A / B) \times 100$ Where: A = Number of calls answered within 15 seconds; and B = Total number of calls offered - number of calls abandoned within 15 seconds.</p> <p>Less than 98% = Service Failure.</p> <p>c) Number of complaints received during any Order period is greater than 3 = Service Failure.</p>	<p>calendar month, then 2 Service Credit Points shall be payable for each – i.e. 4 Service Credit Points will be payable. Likewise, if the Provider fails to achieve Criteria (b) for two calendar months within a Order, then 2 Service Credit Points shall be payable for each month – i.e. 4 Service Credit Points will be payable).</p>
17	Where possible, all calls escalated to the Provider Helpdesk should be resolved by the Helpdesk immediately. If an issue is not resolved immediately, the person who raised the issue must receive an acknowledgment / update, in a timely manner and the issue must be resolved	<p>Within each calendar month, as a minimum:</p> <p>(a) Where an issue can not be resolved immediately, 98% of issues must be acknowledged with a status update (including estimated fix time) within 4 hours of logging the call (Monday to Friday);</p> <p>(b) Where an issue cannot be resolved immediately, 100% of issues must be acknowledged with a</p>	<p>Helpdesk Support MI and Authority Reports</p>	<p>a) Percentage performance against Service Level = $(A / B) \times 100$ Where: A = Number of enquiries not resolved immediately, but acknowledged within 4 hours; and B = Total number of enquiries not resolved immediately.</p> <p>Less than 98% = Service Failure.</p> <p>b) Percentage</p>	<p>2 Service Credit Points will be attributable to each Service Failure for Criteria (a), (b), (c) and (d).</p> <p>(NB: if the Provider fails to achieve both Criteria (a) and</p>

KPI	Service	Service Level	Measure	Compliance Calculation	Service Credit points
	within the agreed timeframe.	<p>status update (including estimated fix time) within 6 hours of logging the call (Monday to Friday);</p> <p>(c) Where an issue can not be resolved immediately, 80% of issues must be resolved to the satisfaction of the Enabling Authority within 24 hours (Monday to Friday); and</p> <p>(d) Where an issue cannot be resolved immediately, 100% of issues must be resolved to the satisfaction of the Enabling Authority within 48 hours (Monday to Friday).</p>		<p>performance against Service Level = $(A / B) \times 100$</p> <p>Where:</p> <p>A = Number of enquiries not resolved immediately, but acknowledged within 6 hours; and</p> <p>B = Total Number of enquiries not resolved immediately.</p> <p>Less than 100% = Service Failure.</p> <p>c) Percentage performance against Service Level = $(A / B) \times 100$</p> <p>Where:</p> <p>A = Number of enquiries not resolved immediately, but resolved within 24 hours; and</p> <p>B = Total Number of enquiries not resolved immediately.</p> <p>Less than 80% = Service Failure.</p> <p>d) Percentage Performance against Service Level = $(A / B) \times 100$</p> <p>Where:</p> <p>A = Number of enquiries not resolved immediately, but resolved within 48 hours; and</p> <p>B = Total Number of enquiries not resolved immediately.</p> <p>Less than 100% = Service Failure.</p>	<p>Criteria (c) within any calendar month, then 2 Service Credit Points shall be payable for each – i.e. 4 Service Credit Points will be payable. Likewise, if the Provider fails to achieve Criteria (c) for two calendar months within a Order, then 2 Service Credit Points shall be payable for each month – i.e. 4 Service Credit Points will be payable).</p>

ANNEX 6 – Specific Responsibilities of the Enabled Authority in relation to TUPE Data: Declaration by the Enabled Authority

In considering the following;

Enabled Authority's Responsibilities in relation to identifying their Employees who may transfer under TUPE upon the Transfer Date

- I. That the Enabled Authority is required and has a responsibility, under this Enabling Agreement, to identify and notify the Contractor of all of its employees who may transfer by virtue of TUPE upon the Transfer Date;

Enabled Authority's Responsibilities in relation to identifying the Suppliers providing the Services immediately prior to the Contractor

- II. That the Enabled Authority is required and has a responsibility, under this Enabling Agreement, to identify and notify the Contractor of all of its incumbent Suppliers who are providing the Services immediately prior to the Contractor;

Contractor's Obligations to Identify and Manage the transfer of Supplier employees under TUPE

- III. That following identification by the Enabled Authority of its incumbent Suppliers, the Contractor, with such incumbent Suppliers will identify any employees who may transfer under TUPE upon the Transfer Date, and thereafter, shall work with such incumbent Suppliers to manage any transfer of employees under TUPE upon the Transfer Date;

The Importance of and Consequences of accurately reporting TUPE data to the Contractor

- IV. That the Enabled Authority acknowledges the importance of accurately establishing the TUPE information requested at (I) and (II) above, and informing the Contractor of the same accordingly, as such TUPE information may inform the values used in the Cost Model (see Annex 2 – Section B); and
- V. That the Enabled Authority further acknowledges that failure to comply with (I) and (II) above may trigger a request for a review of the Cost Model by the Contractor which may then result in an increase in the costs applied in the Cost Model (see Annex 2 – Section B);

The Enabled Authority declares that it has read and understood its responsibilities to accurately establish and report TUPE data to the Contractor,

Signed for and on behalf of the Enabled Authority, [name]

By: _____

Name: _____

My position is _____ and I confirm that I have authority to sign this Declaration on behalf of [name of Department].

Date: _____

ANNEX 7 – Security Plan

The Parties acknowledge and agree that Schedule I of the Contract are the contents of this Annex 7 and the Contractor shall be obliged to comply with such obligations to the extent and so far as those obligations relate to the Services to be delivered under this Enabling Agreement.

The following documents shall be incorporated into this Annex 7 by reference:

1. Williams Lea Information Security Policy (Version 4.3); and
2. [HMG Security Policy Framework , July 2014.](#)
3. [Government Security Classifications, April 2014](#)
4. [Government supplier assurance framework, February 2015](#)

ANNEX 8 – Exit Management Plan

A comprehensive Exit Management Plan has been developed by Williams Lea and the Government Procurement Service (GPS) which covers the requirements of all Government Departments, Executive Agencies and Non Departmental Public Bodies utilising the Print Vendor Partner Contract.

Amendments or additions to the Exit Management Plan will only be applied following approval from Williams Lea and GPS when reasonably requested.

A copy of the Exit Management Plan can be obtained upon request from the appointed Williams Lea Client Services Manager or GPS Client Relationship Manager.

When completed, this will be incorporated as Annex 8 by agreement in writing between the Parties.