

HM Revenue & Customs

100 Parliament Street

Westminster

London SW1A 2BQ

And

Alex Bollen

[REDACTED]

[REDACTED]

[REDACTED]

AGREEMENT relating to Customer Lab Training SR250751493

Commercial Directorate Ref: SR250751493

Form of Agreement

This Agreement is made between the Commissioners for Her Majesty's Revenue and Customs (the "**Authority**") of [REDACTED] and Alex Bollen (the "**Supplier**") whose company number is [REDACTED] and whose main or registered office is at [REDACTED]

This Agreement is effective from and including [07/01/2019] ("**Effective Date**") and shall expire on [06/01/2020] ("**Expiry Date**").

It is agreed that:

This Form of Agreement together with the Terms and Conditions and Schedules are the documents that form the Agreement.

The Agreement effected by the signing of this Form of Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes all prior negotiations, representations or understandings whether written or oral.

Signed for and on behalf of:

	The Commissioners for HM Revenue & Customs:		Alex Bollen
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Capacity:	[REDACTED]	Capacity:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]
Address:	[REDACTED]	Address:	[REDACTED]
Telephone:	[REDACTED]	Telephone:	[REDACTED]
email:	[REDACTED]	email:	[REDACTED]

Terms and Conditions

1 Interpretation

1.1 In this Agreement, unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:

- “Agreement”** the contract between (i) the Authority acting as part of the Crown and (ii) the Supplier;
- “Authority”** has the meaning given in the Form of Agreement;
- “Authority Data”**
- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - (i) supplied to the Supplier by or on behalf of the Authority; and/or
 - (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
 - (b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified.
- “BPSS”** the HMG Baseline Personnel Security Standard staff vetting procedures, issued by the Cabinet Office Security Policy Division and Corporate Development Group;
- “Central Government Body”** a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- “Charges”** the charges for the Services as specified in Paragraph A5 of Schedule 1 (Service Order);
- “Confidential Information”** all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- “Default”** any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:
- (a) in the case of the Authority, of its employees, servants, agents; or
 - (b) in the case of the Supplier, of its sub-contractors or any Supplier Personnel,

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in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;

“Effective Date”	has the meaning given in the Form of Agreement;
“Expiry Date”	has the meaning given in the Form of Agreement;
“FOIA”	the Freedom of Information Act 2000;
“GDPR”	the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Intellectual Property Rights”	patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Losses”	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
“Key Personnel”	any Supplier Personnel specified as such in Paragraph 4 (Contract Management Roles and Dispute Escalation Points) of Schedule 3 (Contract Management Plan and Management Information) or otherwise notified as such by the Authority to the Supplier in writing;
“Occasion of Tax Non-Compliance”	<p>(a) any Tax return of the Supplier and/or its subcontractor and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier and/or its subcontractor to the Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:</p> <p>(iii) a Relevant Tax Authority successfully challenging the Supplier or relevant sub-contractor under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR;</p> <p>(iv) the failure of an avoidance scheme which the Supplier or relevant sub-contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>(b) the Tax affairs of the Supplier or any of its sub-contractors have given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the Effective Date or to a civil penalty for fraud or evasion within the last three (3) years;</p>

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- (c) For these purposes :
- (i) a return is "submitted" when it is first submitted to the Relevant Tax Authority and any subsequent amendments or re-submissions are to be ignored; and
 - (ii) a Relevant Tax Authority will not be deemed to have "successfully challenged" the Supplier or a sub-contractor until an appeal against such challenge is no longer possible.

“Party”	the Supplier or the Authority (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Purchase Order Number”	the Authority’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Reimbursable Expenses”	reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Authority's expenses policy current from time to time, but not including: <ul style="list-style-type: none">(a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Authority otherwise agrees in advance in writing; and(b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
“Relevant Tax Authority”	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established, resident or liable to any Tax;
“Services”	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
“Services Start Date”	the services start date set out in Paragraph A4 of Schedule 1 (Service Order);
“Specification”	the specification for the Services (including as to quantity, description and quality) as specified in Paragraph A6 of Schedule 1 (Service Order);
“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Supplier”	has the meaning given in the Form of Agreement;
“Tax”	means: <ul style="list-style-type: none">(a) all forms of tax whether direct or indirect;(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;(c) all statutory, governmental, state, federal, provincial, local government or

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municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and

(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;

“Term” the period from the Effective Date to the Expiry Date as such period may be extended in accordance with Clause 5.2 or terminated in accordance with the terms and conditions of the Agreement;

“VAT” value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

1.3 In the event of any conflict between the terms of Schedule 1 (Service Order) and any other term of this Agreement, the terms of Schedule 1 shall prevail.

2 Supply of Services

2.1 In consideration of the Authority’s agreement to pay the Charges, the Supplier shall supply the Services to the Authority from the Services Start Date until the end of the Term subject to and in accordance with the terms and conditions of the Agreement.

2.2 In supplying the Services, the Supplier shall:

2.2.1 co-operate with the Authority in all matters relating to the Services and comply with all the Authority’s instructions;

2.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;

2.2.3 use Supplier Personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;

2.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

2.2.5 comply with all applicable Laws; and

2.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

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- 2.3 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Services does not meet the requirements of the Agreement or differs in any way from those requirements, and this is other than as a result of a Default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by the Authority.

3 Supply of Goods

- 3.1 Where, as part of the Services, the Supplier is to sell goods or equipment ("**Goods**") to the Authority:
- 3.1.1 the relevant Goods and their prices shall be as set out in Schedule 1 (Service Order);
 - 3.1.2 the Supplier shall supply and, where relevant, install the Goods in accordance with the relevant specification;
 - 3.1.3 the Supplier shall ensure that the Goods are free from material defects in design, materials and workmanship and remain so for twelve (12) months after delivery;
 - 3.1.4 if following inspection or testing the Authority considers that the Goods do not conform with the relevant specification, the Authority shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance; and
 - 3.1.5 without prejudice to any other rights or remedies of the Authority the risk and title in the Goods shall pass to the Authority at the time of delivery or such earlier time as required at the Authority's sole discretion.

4 Warranties

- 4.1 The Supplier represents and warrants that:
- 4.1.1 in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Tax Laws and regulations in the United Kingdom and in the jurisdiction in which it is established;
 - 4.1.2 it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation, enquiry or investigation in which it or its Subcontractors is/are (as appropriate) involved that is in connection with, or which may lead to any Occasion of Tax Non-Compliance;
 - 4.1.3 no profit warnings, proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
- 4.2 If at any time a Party becomes aware that a representation or warranty given by it under Clause 4.1.1 or 4.1.2 has been breached, is untrue, or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

5 Term

- 5.1 The Agreement shall take effect on the Effective Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with Clause 5.2 or terminated in accordance with the terms and conditions of the Agreement.
- 5.2 The Authority may extend the Agreement for a period of up to 12 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

6 Charges, Payment and Recovery of Sums Due

- 6.1 The Charges for the Services shall be as set out in Schedule 1 (Service Order) and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2 The Supplier shall invoice the Authority as specified in the Agreement. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice ("**Supporting Documentation**"), including the relevant Purchase Order Number (and CD Reference) and a breakdown of the Services supplied in the invoice period.
- 6.3 To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Authority and shall:
- 6.3.1 register for the electronic transaction system in accordance with the instructions of the Authority;
 - 6.3.2 allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system;
 - 6.3.3 designate a Supplier representative as the first point of contact with the Authority for system issues; and
 - 6.3.4 provide such data to the Authority as the Authority reasonably deems necessary for the operation of the system including, but not limited to, electronic catalogue information.
- 6.4 The Authority is in the process of implementing its electronic transaction system. Each invoice and any Supporting Documentation required to be submitted in accordance with this Clause 6 shall be submitted by the Supplier, as directed by the Authority from time to time, either:
- 6.4.1 via the Authority's electronic transaction system; or
 - 6.4.2 to the HMRC Work Manager detailed in Paragraph A1 of Schedule 1 (*Service Order*) (or such other person notified to the Supplier in writing by the Authority) by email in pdf format or, if agreed with the Authority, in hard copy by post.
- 6.5 The Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:
- 6.5.1 the Supplier does so at its own risk; and
 - 6.5.2 the Authority shall not be obliged to pay the Charges without a valid Purchase Order Number having been provided to the Supplier.
- 6.6 The Authority shall regard an invoice as valid only if it complies with the provisions of this Clause 6. The Authority shall promptly return any non-compliant invoice to the Supplier and the Supplier shall promptly issue a replacement, compliant invoice.
- 6.7 In consideration of the supply of the Services by the Supplier, the Authority shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number.
- 6.8 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with Clause 20.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in Clause 23.
- 6.9 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.10 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach

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of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

Expenses

- 6.11 Where the Authority expressly agrees in writing, the Supplier shall be entitled to be reimbursed by the Authority for Reimbursable Expenses (in addition to being paid the relevant Charges), provided that such Reimbursable Expenses are supported by Supporting Documentation.
- 6.12 The Authority shall provide a copy of its current expenses policy to the Supplier upon request.

Promoting Tax Compliance

- 6.13 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 6.14 The Supplier shall at all times comply with all other Laws and regulations relating to Tax.
- 6.15 The Supplier shall provide to the Customer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or sub-contractor of the Supplier prior to the commencement of any work under this Agreement by that agent, supplier or sub-contractor. Upon a request by the Authority, the Supplier shall not employ or will cease to employ any agent, supplier or sub-contractor or sub-contractor.
- 6.16 Where an amount of Tax, including any assessed amount, is due from the Supplier an equivalent amount may be deducted by the Authority from the amount of any sum due to the Supplier under this Agreement.
- 6.17 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs and or any litigation, enquiry or investigation in which it or its sub-contractors is/are (as appropriate) involved that is in connection with, or which may lead to, any Occasion of Tax Non-Compliance, the Supplier shall:
 - 6.17.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
 - 6.17.2 promptly provide to the Authority:
 - (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- 6.18 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 6.18 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.
- 6.19 The Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.
- 6.20 If the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clauses 6.14 to 6.19 (inclusive) then this shall allow the Authority to terminate the Agreement pursuant to Clause 20.2.1.

6.21 The Authority may internally share any information which it receives under Clauses 6.15 to 6.17 (inclusive) and 6.19.

Income Tax and National Insurance Contributions

6.22 Where the Supplier or any Supplier Personnel are liable to Tax in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall:

6.22.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other Laws and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other Laws and regulations relating to national insurance contributions, in respect of that consideration;

6.22.2 indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel for which the Supplier is not primarily liable to account to the Authority under the relevant Laws and regulations; and

6.22.3 provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with Clause 6.22.1 or why Clause 6.22.1 does not apply to the Supplier (including such specific information as the Authority may request),

and if the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions above in this Clause 6.22 then this shall allow the Authority to terminate the Agreement pursuant to Clause 20.2.1.

6.23 The Authority may internally share any information which it receives under Clause 6.22.3.

7 Premises and equipment

7.1 If agreed between the Parties, and subject always to Clause 8, the Authority shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Authority's premises by the Supplier or the Supplier Personnel shall be at the Supplier's risk.

7.2 If the Supplier supplies all or any of the Services at or from the Authority's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Authority's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Authority's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Authority's premises or any objects contained on the Authority's premises which is caused by the Supplier or any Supplier Personnel, other than fair wear and tear.

7.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Authority may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

7.4 The Authority shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Authority's premises the Supplier shall, and shall procure that all Supplier Personnel shall, comply with all the Authority's security requirements.

7.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Authority in writing.

7.6 Without prejudice to Clause 2.2.6, any equipment provided by the Authority for the purposes of the Agreement shall remain the property of the Authority and shall be used by the Supplier and the Supplier Personnel only for the purpose of carrying out the Agreement. Such equipment

shall be returned promptly to the Authority on expiry or termination of the Agreement.

- 7.7 The Supplier shall reimburse the Authority for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Supplier Personnel. Equipment supplied by the Authority shall be deemed to be in a good condition when received by the Supplier or relevant Supplier Personnel unless the Authority is notified otherwise in writing within 5 Working Days.

8 Supplier Personnel and Key Personnel

- 8.1 If the Authority reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 8.1.1 refuse admission to the relevant person(s) to the Authority's premises;
- 8.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 8.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Authority to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 8.2 The Supplier shall:

- 8.2.1 ensure that all Supplier Personnel are vetted in accordance with good industry practice, BPSS and any security requirements set out in Schedule 1 (Service Order);
- 8.2.2 if requested, provide the Authority with a list of the names and addresses (and any other relevant information, including the capacities in which they are concerned with the Agreement) of all persons who may require admission to the Authority's premises in connection with the Agreement; and
- 8.2.3 procure that all Supplier Personnel comply with any rules, regulations and requirements reasonably specified by the Authority.

- 8.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 8.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Authority (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The Supplier shall use all reasonable endeavours to minimise any adverse impact on the Agreement which could be caused by a change in Key Personnel.

- 8.5 Where Supplier Personnel are required to have a pass for admission to the Authority's premises, the Authority's representative shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued.

9 Assignment and sub-contracting

- 9.1 The Supplier shall not without the prior written consent of the Authority assign, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement.

- 9.2 The Supplier shall not sub-contract any of its obligations under the Agreement without the prior written consent of the Authority, not to be unreasonably withheld or delayed. At the Authority's discretion, it may require the Supplier to provide information on the sub-contractor's identity, the services it is proposed to it will provide and any further information reasonably required to inform its decision, including a copy of the proposed sub-contract. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own and shall include in each sub-contract provisions which will enable the Supplier to meet its obligations under the Agreement

- 9.3 The Authority may, in the granting of any consent pursuant to Clause 9.1 or 9.2, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 9.4 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 9.5 Where the Authority has consented to the placing of sub-contracts, the Supplier shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.
- 9.6 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

10 Intellectual Property Rights

- 10.1 All Intellectual Property Rights in any materials provided by the Authority to the Supplier for the purposes of this Agreement shall remain the property of the Authority but the Authority hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 10.2 The Authority shall retain the Intellectual Property Rights to any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services.
- 10.3 The Supplier hereby grants the Authority:
- 10.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all Intellectual Property Rights in the materials created or developed pursuant to the Agreement and any Intellectual Property Rights arising as a result of the provision of the Services; and
- 10.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (a) any Intellectual Property Rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any Intellectual Property Rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such Intellectual Property Rights, which the Authority reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 10.4 The Supplier shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Supplier Personnel.

11 Remedies in the Event of Inadequate Performance

- 11.1 Where a complaint is received about the standard of service or about the way any Services have been delivered or work has been performed or about the Agreement or procedures used

or about any other matter connected with the performance of this Agreement, then the Authority's contract manager shall take all reasonable steps to ascertain whether the complaint is valid.

- 11.2 In the event that the Authority considers there has been a breach of this Agreement by the Supplier, or the Supplier's performance of its duties under the Agreement has failed to meet the Authority's requirements, as set out in the Specification or otherwise in the Agreement, without prejudice to any other rights and remedies under the Agreement, the Authority may:
- 11.2.1 make such deduction from the payment to be made to the Supplier as the Authority shall reasonably determine to reflect sums paid or sums which would otherwise be payable in respect of such of the Services as the Supplier shall have either failed to provide or have provided inadequately or which the Supplier is not obliged to provide pursuant to Clause 11.2.2;
 - 11.2.2 without terminating the Agreement, provide or procure the provision of part of the Services (and the Supplier shall not be obliged to provide such Services) until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Authority that the Supplier will once more be able to perform such part of the Services to the required standard;
 - 11.2.3 without terminating the whole of the Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Charges shall be made) and thereafter itself provide or procure a third party to provide such part of the Services; and/or
 - 11.2.4 terminate, in accordance with Clause 20, the whole of the Agreement.

12 Governance and Records

- 12.1 The Supplier shall:
- 12.1.1 attend progress meetings with the Authority at the frequency and times specified by the Authority and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - 12.1.2 submit progress reports to the Authority at the times and in the format specified by the Authority.
- 12.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Authority. The Supplier shall on request afford the Authority or the Authority's representatives such access to those records as may be reasonably requested by the Authority in connection with the Agreement.

13 Confidentiality, Transparency and Publicity

- 13.1 Subject to Clause 13.2, each Party shall:
- 13.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - 13.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 13.2 Notwithstanding Clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:
- 13.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
 - 13.2.2 to its auditors or for the purposes of regulatory requirements;
 - 13.2.3 on a confidential basis, to its professional advisers;
 - 13.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the

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other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

13.2.5 where the receiving Party is the Supplier, to the Supplier Personnel on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Supplier Personnel to whom it discloses Confidential Information pursuant to this Clause 13.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

13.2.6 where the receiving Party is the Authority:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Authority transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with Clause 15.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 13.

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

13.4 The Supplier shall not, and shall take reasonable steps to ensure that the Supplier Personnel shall not:

13.4.1 make any press announcement or publicise the Agreement or any part of the Agreement in any way; or

13.4.2 use the Authority's name or brand in any promotion or marketing or announcement of orders,

except with the prior written consent of the Authority.

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

13.6 The Parties acknowledge that, except for any information which is Agreement from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Supplier hereby gives his consent for the Authority to publish the Agreement in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the

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Agreement, to the general public. The Authority may consult with the Supplier to inform its decision regarding any redactions but the Authority shall have the final decision at its absolute discretion.

13.7 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

14 Official Secrets Acts and related Legislation

14.1 The Supplier shall comply with, and shall ensure that its Supplier Personnel comply with:

14.1.1 the provisions of the Official Secrets Acts 1911 to 1989;

14.1.2 the obligations set out in Section 182 of the Finance Act 1989 and Section 18 of the Commissioners for Revenue and Customs Act 2005 to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 182 of the Finance Act 1989 and/or Section 19 of the Commissioners for Revenue and Customs Act 2005; and

14.1.3 Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

14.2 The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel in writing of the obligations upon Supplier Personnel set out in Clause 14.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.

14.3 The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a declaration, in a form acceptable to the Authority, acknowledging that they understand and have been informed about the application and effect of Section 18 and 19 of the Commissioners for Revenue and Customs Act 2005. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.

14.4 In the event that the Supplier or the Supplier Personnel fail to comply with this clause, the Authority reserves the right to terminate the Agreement under Clause 20.2.1 with immediate effect.

15 Freedom of Information

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

15.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

15.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

15.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

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

15.2 The Supplier acknowledges that the Authority may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier

or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

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

16 Authority Data and Security Requirements

- 16.1 When handling Authority data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Authority as notified to the Supplier from time to time, including any requirements set out in Schedule 6 (Security Requirements).
- 16.2 Where the Authority is required to provide by e-mail to the Supplier or Supplier Personnel, any departmental or customer data or any other information with a security marking of "OFFICIAL-SENSITIVE", to enable it to deliver the Services, the Supplier shall not (and shall procure that the Supplier Personnel do not) store that information on its personal computer or any form of removable media.
- 16.3 Any breach of this Clause 16 may result in termination of the Agreement under Clause 20.2.

17 Liability

- 17.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Authority if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Agreement.
- 17.2 Subject always to Clauses 17.3 and 17.3.2:
- 17.2.1 the Supplier's aggregate liability in respect of loss of or damage to the Authority premises or other property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority's Data or any other data) that is caused by Defaults of the Supplier shall in no event exceed 1 million pounds;
- 17.2.2 the aggregate liability of the Supplier in respect of all other Losses howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the greater of £24,000 of the Charges paid or payable to the Supplier; and
- 17.2.3 except in the case of claims arising under Clauses 10.4 and 22.3, and subject to Clause 17.4, in no event shall the Supplier be liable to the Authority for any:
- (a) loss of profits;
 - (b) loss of business;
 - (c) loss of revenue;
 - (d) loss of or damage to goodwill;
 - (e) loss of savings (whether anticipated or otherwise); and/or
 - (f) any indirect, special or consequential loss or damage.
- 17.3 Nothing in the Agreement shall be construed to limit or exclude:
- 17.3.1 either Party's liability for:

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- (a) death or personal injury caused by its negligence or that of the Supplier Personnel;
 - (b) fraud or fraudulent misrepresentation by it or that of the Supplier Personnel; or
 - (c) any other matter which, by law, may not be excluded or limited; or
- 17.3.2 the Supplier's liability under the indemnity in Clause 10.4 (*Intellectual Property Rights*) and 22.3 (*Prevention of Fraud and Corruption*); or
- 17.3.3 the Supplier's liability for any regulatory losses, fines and/or expenses incurred by the Authority and any further costs incurred by the Authority in order to meet any additional requirements imposed by a relevant regulatory body as a result of the relevant breach.
- 17.4 Notwithstanding Clause 17.2.3 but subject to Clause 17.2, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier which are deemed to be a non exhaustive list of direct and recoverable Losses:
- 17.4.1 the total amount of Tax Revenue which would have been collected and/or the total amount of any benefit or tax credit overpayment which would not have been made by or on behalf of the Authority had the Default not occurred;
 - 17.4.2 notwithstanding Clauses 17.4.3 and 17.4.8, any operational and/or administrative costs and expenses incurred by the Authority in connection with dealing with a loss of Tax Revenue and/or any overpayment of any benefit or tax credit made as a result of a Default;
 - 17.4.3 any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - 17.4.4 any wasted expenditure or charges;
 - 17.4.5 the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Agreement;
 - 17.4.6 any compensation or interest paid to a third party by the Authority;
 - 17.4.7 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; and
 - 17.4.8 without prejudice to Clause 16 (Authority Data and Security Requirements), any losses associated with corruption, loss or degradation to Authority Data.

18 Insurance

- 18.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Agreement, including in respect of death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier and shall be maintained for the Term.
- 18.2 The Supplier shall hold employer's liability insurance to a minimum of £5,000,000 in respect of Supplier Personnel in accordance with any legal requirement from time to time in force.
- 18.3 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

18.4 The Supplier shall hold and maintain professional indemnity insurance cover and shall ensure that all professional contractors involved in the provision of the project hold and maintain appropriate cover. Such insurance to be held by the Supplier or by any agent or sub-contractor involved in the provision of the project may be limited in respect of any one claim (but shall not be limited in any other respect), provided that any such limit shall in any event be not less than £1,000,000 (one million pounds). Such insurance shall be maintained for a minimum of six years following expiration or earlier termination of this Agreement.

19 Force Majeure

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

20 Termination

20.1 The Authority may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

20.2 Without prejudice to any other right or remedy it might have, the Authority may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

20.2.1 (without prejudice to Clause 20.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

20.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

20.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

20.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

20.2.5 breaches any of the provisions of Clauses 8.2, 13, 15, 16 and 21; or

20.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this Clause 20.2.6) in consequence of debt in any jurisdiction.

20.3 The Supplier shall notify the Authority as soon as practicable of any change of control as referred to in Clause 20.2.4 or any potential such change of control.

20.4 The Supplier may terminate this Agreement by providing at least twenty (20) Working Days' written notice to the Authority if the Authority fails to pay an undisputed sum due to the Supplier under this Agreement and such amount remains outstanding forty (40) Working Days after the receipt by the Authority of a notice of non- payment from the Supplier.

20.5 The Supplier may terminate the Agreement by written notice to the Authority if the Authority fails to pay an undisputed sum due to the Supplier under this Agreement and such amount remains outstanding 40 Working Days after the receipt by the Authority of a notice of non- payment from the Supplier.

20.6 if the Authority has not paid any undisputed amounts within 90 days of them falling due. If the

Authority fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Supplier may terminate the Agreement in writing with immediate effect.

- 20.7 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and Clauses 1, 2.2, 7.1, 7.2, 7.6, 7.7, 8, 10, 12.2, 13, 15, 16, 17, 20.8, 21.5, 22.3, 23 and 24.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 20.8 Upon termination or expiry of the Agreement, the Supplier shall:
- 20.8.1 give all reasonable assistance to the Authority and any incoming supplier of the Services; and
 - 20.8.2 return all requested documents, information and data to the Authority as soon as reasonably practicable.

21 Compliance

- 21.1 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Personnel and other persons working on the Authority's premises in the performance of its obligations under the Agreement.
- 21.2 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Authority shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Authority's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 21.3 The Supplier shall:
- 21.3.1 comply with all the Authority's health and safety measures while on the Authority's premises; and
 - 21.3.2 notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Authority's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 21.4 The Supplier shall:
- 21.4.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Authority's equality and diversity policy as provided to the Supplier from time to time; and
 - 21.4.2 take all reasonable steps to secure the observance of Clause 21.4.1 by all Supplier Personnel.
- 21.5 The Supplier shall supply the Services in accordance with the Authority's environmental policy as provided to the Supplier from time to time.
- 21.6 In performing its obligations under the Agreement, the Supplier shall;
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015;
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015; and
 - (c) notify the Authority as soon as it becomes aware, and in any event within five (5) working days, of any actual or suspected breach of its obligations under Clause 21.6(a) and/ or (b) including details of the breach and the mitigation action it has taken or intends to take in order to:

- (i) remedy the breach; and
- (ii) ensure future compliance with Clause 21.6(a) and (b).

21.7 If the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clause 21.6 then this shall allow the Authority to terminate the Agreement pursuant to Clause 20.2.1.

22 Prevention of Fraud and Corruption

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

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

22.3 If the Supplier or the Supplier Personnel engages in conduct prohibited by Clause 22.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Authority) the Authority may:

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

22.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this Clause.

23 Dispute Resolution

23.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to the following sets of representatives consecutively:

23.1.1 first to the personnel listed as level 1 escalation point in Paragraph 4 (Contract Management Roles and Dispute Escalation Points) of Schedule 3 (Contract Management Plan and Management Information);

23.1.2 second to the personnel listed as level 2 escalation point in Paragraph 4 of Schedule 3;

23.1.3 thirdly to the personnel listed as level 3 escalation point in Paragraph 4 of Schedule 3;

23.1.4 finally to the Authority's Chief Executive Officer and an appropriately senior representative of the Supplier,

provided that each set of representatives listed above shall consider the dispute for at least 10 Working Days before escalating the dispute to the next set of representatives listed above if the dispute remains unresolved and the Parties consider the matter sufficiently urgent to escalate.

23.2 If the dispute is not resolved by the Parties in accordance with Clause 23.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

23.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either

Party may exercise any remedy it has under applicable law.

23.4 Notwithstanding Clauses 23.1 to 23.3, either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

23.4.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or

23.4.2 where compliance with Clause 23.1 to 23.3 may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

24 General

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

24.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

24.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

24.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

24.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

24.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

24.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

24.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

25 Notices

25.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to Clause 25.3, e-mail to the address of the relevant Party set out in Paragraph 5 (Address for Notices) of Schedule 3 (Contract Management Plan and Management Information), or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

25.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error

message is received.

- 25.3 Notices under Clauses 19 (Force Majeure) and 20 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in Clause 25.1.

26 Governing Law and Jurisdiction

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

Schedule 1 Service Order

HM REVENUE & CUSTOMS SERVICE ORDER	
A1.	HMRC Information
Purchase Order to be issued under separate cover	
CD Reference:	SR250751493
Purchase / Limit Order No	TBC
HMRC Commercial Contact	
Name:	[REDACTED]
email:	[REDACTED]
HMRC Work Manager	
Name:	[REDACTED]
Contact Telephone No.:	[REDACTED]
Contact Address:	[REDACTED] [REDACTED]
email:	[REDACTED]
HMRC Authorised Officer: <small>(Sponsor/Budget Approver/Invoicing & timesheets)</small>	[REDACTED]

A2.	Supplier Information
Supplier:	Alex Bollen
Contact:	[REDACTED]
Contact Tel No:	[REDACTED]
Contact Address:	[REDACTED] [REDACTED] [REDACTED]
email:	[REDACTED]

A3.	Contractual Detail
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<p>Special Terms and Conditions:</p> <p>e.g. overtime, expenses, travel & subsistence, notice period.</p>	
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A4. Project Information	
Project Title	Qualitative Research Training
Services Start Date:	07/01/2019
End Date:	06/01/2020

A5. Commercial Detail		
Tasks	Number of Days	Cost (£)
██████████	██████████	██████████
██████████		
██████████		
██████████		
██████████		
██████████	██████████	██████████
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██████████	██████████	██████████
██████████		
██████████		
██████████		
██████████	██████████	£24,000

A5.1 Please note that the contractor has allowed for up to five days of ongoing support and training for each work package over the 12-month duration of the contract. There is no obligation upon HMRC to use the contractor's services for this number of days and the contractor will only charge for time actually spent on support and further training.

A5.2 Payments will be made according to the below schedule:

- 30% on commission - £7,200 – Early Jan
- Completion of WP2 (excluding ongoing support) and commencement of WP1 – £3,900 – March
- Completion of WP1 (excluding ongoing support) and 5 days of ongoing support – £9,150 – June
- At the end of contract for remaining 5 days of ongoing support (variable based on days of support) – £3,750 – Early Jan 2021

A6. Specification

The section below should be used to provide clear details relating to the requirements for delivery of the project/assignment. It should include, where appropriate, milestones / key deliverables with dates, and proposals for skills transfer.

A6.1 The Requirement

The Authority requires the Supplier to deliver two overall packages of work, as outlined below, to support and build the longer-term development and capability of researchers working within HMRC's Customer Lab function. The Authority require the Supplier to deliver the work packages in line with the proposal submitted (attached in Schedule 8 – Supplier Proposal).

Work package 1: Design and deliver advanced level qualitative training

This work package involves building on the foundation level of the capability building training (delivered last year) to include more advanced level training to support the growth of the Customer Lab function and the HMRC staff who will be delivering the research. The Supplier must fully scope, design and deliver advanced level training modules on:

- Co-design and co-creation techniques
- Deep-dive: collaborative analysis and best practice
- Advanced facilitation skills
- Deep-dive: managing in-house fieldwork teams and best practice
- Insight generation and ideation techniques
- Workshop techniques and industry-leading methods linked to the development of customer journeys

The Authority also require the Supplier to be able to work flexibly to scope, design and deliver ad-hoc research training as and when training gaps are identified in the team.

Work package 2: Maintain and deliver foundation level of training

This work package involves the maintenance and delivery of an adequate foundation level of training for new starters who join the team. The previous foundation level training took place in 2018 and the training materials are in place in the form of three PowerPoint presentations for the Supplier to redeliver to new starters and anybody in the team who missed the original training.

The foundation level consists of the following modules delivered across 3 days:

- What is good customer qualitative research?
- Research methods
- Customer relationships, co-creation and co-design

- Sample design and recruitment
- Research ethics
- Fundamentals of interviewing
- Conducting focus groups
- Dealing with emotions
- Developing stimulus and projective/ creative evaluation techniques
- Fundamentals of discussion guides
- Principles of analysis
- Reporting
- Action planning workshop

The Authority require the Supplier to provide ongoing support and coaching to help individual team members apply their learning when delivering in-house primary research projects. This involves talking through the opportunities that will exist to apply learning, what support they think they will need and how they will reflect on their future experiences constructively to draw out what is working well and how they can continue to build their experience.

A6.2 Deliverables

The key deliverables required include:

- Scoping / kick-off meetings - progress meetings before the start of each work package (although some work packages may run simultaneously), in addition to the scoping / kick-off meeting. All to be held at HMRC's London offices in 10 South Colonnade, Canary Wharf.
- A scoping note proposing a clear approach to delivering bespoke training and coaching for the two work packages to help plug gaps and develop advanced skills and experience in in-house primary research
- The delivery of draft advanced level training materials for review by The Authorities' Head of Customer Research and our Customer Lab lead, to ensure any proposals are aligned with Government protocols around the delivery of research, HMRC-specific processes / parameters and HMRC's customer base.
- The delivery of final training and guidance materials produced for HMRC to keep and re-use for further in-house refresher sessions, including the Intellectual Property Rights for these materials.
- The delivery of:

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- Foundation level qualitative training for the new team members – likely through several daylong training sessions.
- Advanced level qualitative training for all team members – likely through several day-long training sessions

The Supplier proposal is detailed in Schedule 8.

Schedule 2 Service levels and KPIs

1 SERVICE LEVELS AND KPI'S

1.1 The service levels and KPI's are as follows:

Service Title	Supplier Key Tasks	Required Supplier Response Time
Work package 1	Delivery of: - scoping/ kick-off meetings - scoping note - draft advanced level training & guidance materials - final advanced level training & guidance materials - advanced level training sessions - ongoing support, coaching and training, as required	Actual delivery dates to be agreed between HMRC and Supplier but indicative timings: -Scoping to take place in January 2020 -Materials to be delivered/agreed in Jan/Feb 2020 -Training to be delivered Feb/March 2020 -On-going support to be provided as required across the duration of the contract
Work package 2	Delivery of: -scoping / kick-off meetings -scoping note -delivery of draft updated foundation level training & guidance materials -final foundation level training & guidance materials - foundation level training sessions - ongoing support, coaching and training, as required	Actual delivery dates to be agreed between HMRC and Supplier but indicative timings: -Scoping to take place in January 2020 -Materials to be delivered/agreed in Jan 2020 -Training to be delivered Feb 2020 -On-going support to be provided as required across the duration of the contract

1.2 The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable service levels and KPIs at a level of detail sufficient to verify compliance with the service levels and KPIs

1.3 If the Authority has concerns that any of the KPIs are not being met, then they shall raise this directly with the Supplier to agree how to address this. Such discussions may happen on an ad hoc basis as well as at review meetings (as per Schedule 3.1)

Schedule 3 Contract Management Plan and Management Information

1 MANAGEMENT OF THE SERVICES

- 1.1 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.
- 1.2 Both Parties shall pro-actively manage risks attributed to them under the terms of this Agreement and the Supplier shall develop, operate, maintain and (as appropriate) amend processes for the identification and management of risks and issues.
- 1.3 The Supplier shall provide to the Authority's representatives access to all relevant documentation and/or any part of the Supplier's (or its sub-contractor's) premises as may be reasonably requested by the Authority's representatives, including for the purpose of commercial assurance, risk assessment, security assurance, familiarisation on procedures, audit of the Supplier's compliance with this Agreement and/or site audits. Full details of the Authority's requirement and timescales for the provision of management information reports are set out in Paragraph 3.
- 1.4 The Authority reserves the right to attend meetings between the Supplier and any subcontractors it utilises to provide the service to ensure proper oversight, management, delivery and performance of the Services and the Supplier shall procure that the Authority has access to such meetings.

2 EFFICIENCY SAVINGS

- 2.1 As part of routine contract management activities the Supplier will be required to work with the Authority to realise any possible efficiency savings during the Term. Possible efficiency savings will be reviewed during review meetings pursuant to Paragraph 3 and any savings realised annually will be distributed between the Supplier and the Authority as agreed in advance.

3 REVIEWS

- 3.1 The Parties shall attend annual performance review meetings, on a date to be agreed between the Parties or, in the absence of such agreement, within 30 Working Days of each anniversary of the Effective Date, to consider the progress of the Agreement, discuss the management information reports and to review any operational issues that have arisen in the preceding review meetings on the following basis.
- 3.2 The Parties shall agree the format of the review meetings (for example, face to face or telephone conference) in advance.
- 3.3 The Supplier must provide the Authority with the most up to date management information relating to the period under review at least 5 Working Days before any review meeting.
- 3.4 Each Party shall procure that those of its contract management team representatives whose attendance is reasonably required to achieve the aims and objectives of the meeting, and any other persons considered by the Authority to be necessary for the review, make all reasonable efforts to attend review meetings.
- 3.5 In respect of the period under review, the Authority will take into account any matters it considers necessary, including:
 - 3.5.1 the Supplier's performance in respect of the service levels and KPI's as detailed at Schedule 2 (including any relevant service level trends analysis and whether the service levels reflect improvements in the Services over the Term and any efficiency gains made by the Supplier);
 - 3.5.2 consideration of any changes which may need to be made to the Services; and
 - 3.5.3 a review of future requirements in relation to the Services.

3.6 The Authority shall prepare a report containing its findings from the annual review and discuss with the Supplier how any proposed changes to the Agreement and/or to the Services shall be addressed. Any Contract Changes to be implemented in accordance with this Paragraph shall be implemented in accordance with Schedule 4 (Change Control Procedure).

4 CONTRACT MANAGEMENT ROLES AND DISPUTE ESCALATION POINTS

4.1 The Parties shall assign personnel with the appropriate skills and experience to perform the roles and responsibilities listed in the table below.

Role	Key Personnel	Responsibilities	Contact Name, Title & Contact Details	
			Authority	Supplier
Senior Responsible Owner	No	Overall responsibility for delivery of the Agreement. Level 3 escalation point	██████████ ██████████ ██████████	██████████ ██████████
Management of Technical Commercial Manager	No	Responsibility for the integrity of the Agreement. Line Manager of Level 1 escalation. Level 2 escalation point	██████████ ██████████ ██████████	██████████ ██████████
Technical Contract Manager	No	Responsible for overseeing the delivery of the contract and monitoring performance. Level 1 escalation point	██████████ ██████████ ██████████	██████████ ██████████
Contract Manager	Yes	Responsible for the day to day management of the Agreement.	██████████ ██████████ ██████████	██████████ ██████████

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- 4.2 Subject to Clause 8.3 and 8.4 (Supplier Personnel and Key Personnel), in the event that the Supplier wishes to replace any of its representatives in the roles listed in Paragraph 4.1, the Supplier shall notify the Authority in writing of the proposed change for the Authority's agreement (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Authority representative has at all times a counterpart representative of equivalent seniority and expertise.
- 4.3 The Authority may, by written notice to the Supplier, revoke or amend the authority of any of its representatives in the roles listed in Paragraph 4.1 or appoint a new representative into the role.

5 ADDRESS FOR NOTICES

5.1 The address for notices of the Parties are:

Authority

████████████████████
████████████████████
████████████████████
████████████████████

Supplier

████████████████████
████████████████████
████████████████████
████████████████████

Schedule 4 Change Control Procedure

1 CHANGE CONTROL PROCEDURE

- 1.1 Either Party may propose a change to this Agreement ("**Contract Change**") in accordance with the procedure for changing the Agreement set out in this Schedule ("**Change Control Procedure**").
- 1.2 If either Party wishes to propose a Contract Change it shall submit to the other Party a written request substantially in the form set out in Annex 1 detailing the proposed Contract Change ("**Change Request**") specifying, in as much detail as is reasonably practicable, the nature of the proposed Contract Change. As soon as reasonably practicable but in any event within ten (10) Working Days of receipt or issue of a Change Request (as the case may be) the Supplier shall submit to the Authority a written assessment of the Change Request ("**Impact Assessment**").
- 1.3 Each Impact Assessment shall be completed in good faith and shall include the following information (except where such information is not relevant to the proposed Contract Change):
 - 1.3.1 details of the proposed Contract Change including the reason for the Contract Change;
 - 1.3.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Agreement;
 - 1.3.3 any variations to the terms of this Agreement that will be required as a result of that impact, including proposed changes to the service levels or KPIs or any timetable previously agreed by the Parties;
 - 1.3.4 details of the cost of implementing the proposed Contract Change;
 - 1.3.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - 1.3.6 a timetable and high level plan for the mobilisation of the proposed Contract Change;
 - 1.3.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law;
 - 1.3.8 an assessment of the possible risks of introducing the proposed Contract Change; and
 - 1.3.9 such other information as the Authority may reasonably request in (or in response to) the Change Request
- 1.4 Within fifteen (15) Working Days of receipt of the Impact Assessment, the Authority shall evaluate the Change Request and Impact Assessment and shall notify the Supplier whether it approves or rejects the proposed Contract Change or whether it requires the Supplier to make any changes to the Impact Assessment. If the Authority requires the Supplier to make such changes, the Supplier shall make such modifications within five (5) Working Days of request.
- 1.5 If the Authority notifies the Supplier that it accepts the proposed Contract Change, then the Supplier shall prepare two (2) copies of a change authorisation note substantially in the form set out in Annex 2 ("**Change Authorisation Note**") which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier.
- 1.6 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 1.5, then:
 - 1.6.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and

1.6.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change shall be without prejudice to each Party's other rights under this Agreement.

2 SUPPLIER'S RIGHT OF REJECTION

2.1 The Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 2.2.

2.2 Following an Impact Assessment, if:

2.2.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:

(a) materially and adversely affect the risks to the health and safety of any person; and/or

(b) require the Services to be performed in a way that infringes any Law; and/or

2.2.2 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 1.2.

3 FAST TRACK CHANGES

3.1 The parties acknowledge to ensure operational efficiency that there may be circumstances where it is desirable to expedite the processes set out above.

3.2 If :

3.2.1 the total number of Contract Changes in relation to which the expedited procedure in this Paragraph 3 ("**Fast-track Change Procedure**") has been applied does not exceed four (4) in any twelve (12) month period; and

3.2.2 both Parties agree the value of the proposed Contract Change over the remaining Term does not exceed £5,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the parties shall confirm to each other in writing that they shall use the process set out in paragraphs 1 and 2 above but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

3.3 The Parties may agree in writing to revise the parameters set out in Paragraph 3.2 from time to time or that the Fast-track Change Procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed four (4) in a twelve (12) month period.

4 OPERATIONAL CHANGE PROCEDURE

4.1 Any change in the Supplier's operational procedures which the Parties agree in all respects, when implemented:

4.1.1 will not affect the Charges and will not result in any other costs to the Authority;

4.1.2 may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;

4.1.3 will not adversely affect the interfaces or interoperability of the Services with any of the

Authority's IT infrastructure; and

4.1.4 will not require a change to this Agreement,

(an “**Operational Change**”) shall be processed in accordance with this Paragraph 4.

4.2 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

4.2.1 have an impact on the business of the Authority;

4.2.2 require a change to this Agreement;

4.2.3 have a direct impact on use of the Services; or

4.2.4 involve the Authority in paying any additional Charges or other costs.

4.3 The Authority may request an Operational Change by submitting a written request for Operational Change (“**RFOC**”) to the Supplier’s contract manager (whose details are set out in Paragraph 4 of Schedule 3).

4.4 The RFOC shall include the following details:

4.4.1 the proposed Operational Change; and

4.4.2 the timescale for completion of the Operational Change.

4.5 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.

4.6 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.

5 IMPLEMENTATION OF CONTRACT CHANGES

5.1 The Parties shall meet as required and on request by either Party to discuss the order in which agreed Contract Changes are implemented and to monitor the implementation of such Contract Changes.

6 CHARGES FOR CONTRACT CHANGES

6.1 Each Party will be responsible for any costs they incur as a result of preparing a Change Request or Impact Assessment.

6.2 Both Parties must take all reasonable steps to avoid or minimise additional Charges arising from the implementation of any Contract Change, including where possible using resources already deployed in providing the Services at no additional cost. If additional resources or costs will be required then the Parties must calculate the cost of the Contract Change in accordance with Schedule 1, Paragraph A5.

7 INDEXATION

7.1 For the avoidance of doubt, the Supplier may not vary Charges to take account of Indexation at any time.

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ANNEX 1: CHANGE REQUEST FORM

CR NO.:	TITLE:	TYPE OF CHANGE (e.g. FAST TRACK):
CONTRACT:	REQUIRED BY DATE:	
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (<i>OPTIONAL FIELD</i>):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE AGREEMENT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

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ANNEX 2: CHANGE AUTHORISATION NOTE

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
REASON FOR THE CHANGE:		
DETAILED DESCRIPTION OF CONTRACT CHANGE (GIVING FULL DETAILS, INCLUDING ANY SPECIFICATIONS): AND WORDING OF RELATED CHANGES TO THE AGREEMENT:		
COST OF THE CHANGE:		
TIMETABLE:		
IMPACT ON THE AGREEMENT:		
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature: _____		Signature: _____
Name: _____		Name: _____
Position: _____		Position: _____
Date: _____		Date: _____

Schedule 5: Exit Management Plan

1 EXIT MANAGEMENT

- 1.1 The Supplier shall be required to perform the Services until the end of the Term, including during any notice period given if the Agreement terminates under Clause 20.
- 1.2 On reasonable notice at any point(s) during the Term, the Supplier shall provide to the Authority such assistance and information as the Authority may reasonably require to assist the Authority and/or its replacement supplier with the orderly transition of the Services from the Supplier to the replacement supplier (or the Authority, as applicable):
- 1.3 No later than 10 Working Days before the Agreement terminates, the Supplier shall provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority).
- 1.4 Upon termination (or earlier if this does not adversely affect the Supplier's performance of the Services and its compliance with the other provisions of this Schedule), the Supplier shall immediately:
 - 1.4.1 cease to use the Authority Data;
 - 1.4.2 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Term all Authority Data and promptly certify to the Authority that it has completed such deletion. The Supplier shall also delete all copies of any Personal Data unless it is required to be retained by EU or member state laws; and
 - 1.4.3 vacate any Authority premises.

Schedule 6 Security Management

1 DEFINITIONS

The following definitions apply in this Schedule:

“Malicious Software” any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

“Software” any software which is proprietary to the Supplier or to a third party (or an affiliate of the Supplier) or any open source software which, in any case, is or will be used by the Supplier for the purposes of providing the Services.

2 AUTHORITY DATA

- 2.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- 2.2 The Supplier shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under this Agreement or as otherwise expressly authorised in writing by the Authority.
- 2.3 To the extent that Authority Data is held and/or processed by the Supplier, the Supplier shall supply that Authority Data to the Authority as requested by the Authority in the format specified by the Authority.
- 2.4 The Supplier shall preserve the integrity, confidentiality and accessibility of Authority Data and prevent the unauthorised access, interception, corruption or loss of Authority Data at all times that the relevant Authority Data is under its control or the control of any sub-contractor.
- 2.5 The Supplier shall perform and maintain secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the security requirements in this Agreement and any business continuity and disaster recovery plan. The Supplier shall ensure that such back-ups are available to the Authority (or to such other person as the Authority may direct) at no additional cost to the Authority, and that the data contained in the back-ups are available at all times upon request and are delivered to the Authority at no less than six (6) monthly intervals (or such other intervals as may be agreed in writing between the Parties).
- 2.6 The Supplier shall ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the security requirements in this Agreement.
- 2.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:
 - 2.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of Authority Data to the extent and in accordance with the requirements specified in any business continuity and disaster capability plan and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Authority's notice; and/or
 - 2.7.2 itself restore or procure the restoration of Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in

accordance with the requirements specified in any business continuity and disaster capability plan.

- 2.8 If at any time the Supplier suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take.

3 SECURITY REQUIREMENTS

- 3.1 The Supplier shall comply with the security management plan set out at Annex 1 ("**Security Management Plan**") and the security policy identified as such within the Security Management Plan ("**Security Policy**").
- 3.2 The Authority shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 3.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a Change Request (as defined in Schedule 4). In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure in Schedule 4.
- 3.4 Until and/or unless a change to the Charges is agreed by the Authority pursuant to the Change Control Procedure in Schedule 4 the Supplier shall continue to perform the Services in accordance with its existing obligations.

4 MALICIOUS SOFTWARE

- 4.1 The Supplier shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 4.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.
- 4.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 4.2 shall be borne by the Parties as follows:
- 4.3.1 by the Supplier where the Malicious Software originates from the Software or the Authority Data (whilst the Authority Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Supplier; and
- 4.3.2 otherwise by the Authority.

ANNEX 1: SECURITY MANAGEMENT PLAN

5 Tender Security Responses - Data Security and Protection of Information

The following 'participant responses' have been extracted from the tender questionnaire submitted by the Supplier.

5.1 Please provide a brief overview of your management approach to the security and confidentiality of Client data.

Participant Response:

The contractor takes the security and confidentiality of client data extremely seriously. Client data is protected as follows:

- The client's laptop (a MacBook) is encrypted with FileVault 2 which uses XTS-AES-128 encryption with a 256-bit key. This prevents unauthorised access to the information on the laptop. The entire contents of the hard drive can be wiped remotely if the laptop is lost or stolen.
- The contractor uses Sophos anti-virus software, a firewall and updates the operating system (macOS Catalina) with security updates as and when these are released.
- The client's laptop automatically locks if left unattended and is password protected.
- Any suspicious looking emails are deleted and attachments are only opened and/or links clicked on if the email comes from a person or organisation known and trusted by the contractor.
- Confidential data is transferred to and from clients using secure procedures agreed with the client. For instance through the client's FTP site or encrypted files with a password which communicated separately (e.g. verbally).
- Should a client require, any or all documents relating to a project are password-protected.
- The contractor agrees with clients which documents should be deleted at the end of a project. Data is securely deleted using iShredder software utility that deletes to HMG Infosec Standard 5.
- Where required, the contractor uses a laptop provided by the client with a VPN connection which enables the contractor to use the client's network.

The contractor's Data Protection Policy is attached below in Appendix A

5.2 What systems do you have in place for the security vetting of new staff and/or sub-contractors who will be exposed to Client data?

Participant Response:

Not applicable as the contractor is a sole trader.

5.3 Please can you confirm all contracted personnel who will have access to HMRC's data, and/or are directly involved in the service provision will sign a copy of HMRC's Confidentiality Agreement (CA).

Participant Response:

I confirm that I will sign a copy of HMRC's Confidentiality Agreement

Appendix A – Alex Bollen Data Protection Policy

Alex Bollen's Data Protection Policy November 2019

Definitions AB means Alex Bollen, a freelance market researcher and NCT Postnatal Practitioner GDPR means the General Data Protection Regulation Personal Data means "...any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person"(GDPR Article 4 (1)) Data Subject means any individual whose Personal Data is held by AB

1. Principles for processing Personal Data

AB is committed to processing Personal Data in accordance with her responsibilities under the GDPR. Article 5 of the GDPR requires that Personal Data shall be:

i. Processed lawfully, fairly and in a transparent manner in relation to individuals. ii. Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes. iii. Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed. iv. Accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay. v. Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals. vi. Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

2. Legal grounds for processing Personal Data

All data processed by AB must be done on one of the following lawful bases: consent, contract, legal obligation, vital interests, public task or legitimate interests (see ICO guidance for more information).

AB currently processes the following forms of Personal Data:

i. Names, telephone numbers and email addresses of business contacts and suppliers.

The lawful basis for processing this data is a legitimate interest in carrying out day-to-day business purposes. Contact details have been provided to AB by the individual concerned.

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These contact details are not used for marketing purposes and are not shared with third parties.

ii. Names, telephone numbers, email addresses and postal addresses of NCT Early Days course participants.

The lawful basis for processing this data is a contractual relationship which the Data Subject has entered into with the NCT when booking the Early Days course. The data is copied from the NCT's database Intrabiz. These contact details are used solely for the purposes of contacting course participants and sharing their contact information with each other (with their consent). These contact details are not used for marketing purposes and are not shared with third parties.

iii. Personal Data in order to provide market research services.

For the purposes of research, AB handles individuals' Personal Data such as contact details, as well as information collected in the course of the research. This information can include (but is not limited to) information about age and gender, family circumstances, employment and use of different products and services.

The lawful basis for processing the Personal Data will vary on a project by project basis but will be among the following:

- Informed consent of the data subject. The declaration of consent must be obtained in writing or electronically for the purposes of documentation. In some circumstances, such as telephone interviews, consent can be given verbally. In all cases, the granting of consent must be documented. Any consent will only be valid if it constitutes a freely given, specific, informed and unambiguous indication of the Data Subject's wishes by giving a statement or by a clear affirmative action, signifies agreement to the processing of the Personal Data relating to him/her. Data Subjects should be informed that their participation in a study is voluntary at all times and that they are entitled at any stage to ask that their personal data, or part or all of the record of their survey responses, be destroyed or deleted. This can be requested during the interview itself or at any point afterwards. For telephone interviews, this information should be given once recording of the interview has started (assuming permission to record has been given).
- For Ipsos MORI projects, a contractual relationship. AB has a contract in place which governs her processing of Personal Data on behalf of Ipsos MORI.
- Legitimate interests of the client e.g. a customer satisfaction survey.
- Research that is viewed as being in the public interest.

AB will only collect Personal Data which is relevant to the purpose of the research study and the Personal Data will only be used for the purposes of the conducting the research. It is not permissible to recontact a Data Subject about a follow-up survey or the research findings unless they have given informed consent.

When interview and analysis notes are written up, these should not contain Personal Data. Survey findings must be reported back to clients in an anonymised form, unless Data Subjects have given informed consent.

3. Rights of the Data Subject

Every Data Subject has the following rights. Any request is to be handled immediately by AB, and within a month at the latest.

i. Right of access: The Data Subject may request information on which Personal Data relating to him/her have been stored, how the data were collected and for what purpose. ii. If Personal Data are transmitted to third parties, information must be given about the identity of the recipient or the categories of recipients. iii. Right to rectification: If Personal Data are incorrect or incomplete, the Data Subject can demand that they are corrected or supplemented. iv. Right to withdraw consent: Where the Personal Data are processed on the basis of Consent, the Data Subjects can object to the processing at any time. These Personal Data must be blocked from the processing that has been objected to. v. Right to erasure. The Data Subject may request his or her data to be deleted if the processing of such data has no legal basis, or if the legal basis has ceased to apply. The same applies if the purpose behind the data processing has lapsed or ceased to be applicable for other reasons. vi. Right to object: The Data Subjects generally has a right to object to his/her data being processed. vii. Right to data portability. The Data Subject has the right to request for the Personal Data provided by him/her to be made available to such Data Subject in a easily readable format, like a Word or Excel document.

4. Data storage and security

With the exception of business contacts and audio recordings, all Personal Data is held on AB's laptop. With the exception of business contacts which are held in Outlook, all files containing Personal Data are password protected.

AB's laptop is encrypted with FileVault 2 which uses XTS-AES-128 encryption with a 256-bit key. This prevents unauthorised access to the information on the laptop. The entire contents of the hard drive can be wiped remotely if the laptop is lost or stolen. The laptop automatically locks if left unattended and is password protected.

Data should be backed up regularly (at least weekly and ideally on an ongoing basis daily) on a Seagate Backup Plus Ultra Touch hard drive. The drive is password protected and is protected with AES-256 hardware encryption. When not in use, this drive is stored in a locked cabinet in AB's office. Business contact details are also held on AB's iPhone and iPad. Both devices are password protected and protected with AES-256 hardware encryption. The contents of both devices can be wiped remotely. This Personal Data is also stored in iCloud which secures data by encrypting it when it's in transit, storing it in iCloud in an encrypted format (a minimum of 128-bit AES encryption), and using secure tokens for authentication.

Audio recordings are held on an Olympus DS-9500 Digital Recorder which is password protected and uses 256 bit file encryption. These files are password protected when held on AB's laptop.

None of AB's devices are shared with other individuals. The use of USB keys for the transfer of Personal Data is not permitted. Personal Data must be transferred securely, for instance through a secure FTP site.

5. Deletion of Personal Data

To ensure that Personal Data is kept for no longer than necessary, the following procedures are to be followed:

i. Review Outlook contacts annually to check the Personal Data is accurate. Any contacts where there has been no contact for at least three years are to be deleted. ii. Personal Data must be deleted within six months of the end of each NCT Early Days course. iii. Personal Data relating to market research projects must be deleted within 12 months after the completion of a project. iv. Audio recordings should be deleted from the digital recorder as

soon as they have been transferred to the laptop. v. In the case of Ipsos MORI projects, respondent contact details (which are also held by Ipsos MORI) will be deleted at the end of a project and audio recordings are deleted from AB's laptop and digital recorder as soon as they have been securely transferred to Ipsos MORI and safe receipt confirmed.

Data is securely deleted using iShredder software utility that deletes to HMG Infosec Standard 5.

6. Breach

In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, AB shall promptly assess the risk to people's rights and freedoms and if appropriate report this breach to the ICO (more information on the ICO website).

Next Review Date: November 2020

Schedule 7 Data Protection

1 DATA PROTECTION

The following definitions apply in this Schedule:

“Data Protection Legislation”	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Controller”, “Processor”, “Data Subject”, “Personal Data Breach”, “Data Protection Officer”	take the meaning given in the GDPR;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA 2018”	Data Protection Act 2018;
“LED”	Law Enforcement Directive (Directive (EU) 2016/680);
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Clause 16 (Authority Data and Security Requirements and Schedule 1 (Service Order));
“Sub-processor”	any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.

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- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing that the Processor is authorised to do is listed in Annex 1 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - 1.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 1.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 1.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 1.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - 1.4.1 process that Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - 1.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;
 - 1.4.3 ensure that:
 - (a) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 1);
 - (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this Paragraph 1;
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

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- (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 1.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 1.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 1.5 Subject to Paragraph 1.6, the Processor shall notify the Controller immediately if it:
 - 1.5.1 receives a Data Subject Request (or purported Data Subject Request);
 - 1.5.2 receives a request to rectify, block or erase any Personal Data;
 - 1.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 1.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 1.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 1.5.6 becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under Paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - 1.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 1.7.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 1.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 1.7.4 assistance as requested by the Controller following any Data Loss Event;
 - 1.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate

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its compliance with this Paragraph 1. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- 1.8.1 the Controller determines that the processing is not occasional;
 - 1.8.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - 1.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- 1.11.1 notify the Controller in writing of the intended Sub-processor and processing;
 - 1.11.2 obtain the written consent of the Controller;
 - 1.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Paragraph 1 such that they apply to the Sub-processor; and
 - 1.11.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this Paragraph 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

ANNEX 1 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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

1. The contact details of the Controller's Data Protection Officer are: [REDACTED]
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	The Supplier could potentially be interviewing and recording HMRC staff about their knowledge and experience to inform the training design.
Duration of the processing	TBD
Nature and purposes of the processing	The purpose of this processing is to gain staff experiences on the training delivered to gather feedback on what went well and what could have been improved. This could help make future training as beneficial as possible.
Type of Personal Data being Processed	The Supplier could potentially have access to staff names, contact details and grades.
Categories of Data Subject	Staff
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data will be destroyed when required by the Authority.

Schedule 8 – Supplier Proposal (as submitted)

Customer Lab Research Capability Proposal

Submitted by Alex Bollen 28.11.19

1. Introduction

The contractor is delighted to have the opportunity to submit a proposal for this important and exciting assignment. The contractor would very much welcome the chance to continue working with HMRC to further strengthen the capability of the Customer Lab.

This document sets out the contractor's proposed approach, which will be constructive, flexible and thoughtful in order to meet HMRC's ongoing needs for training and support.

2. Background and objectives

HMRC has a long-standing commitment to using high-quality, timely research to inform operational and policy decision-making. Historically, this research has principally been delivered by external contractors. However HMRC has been building its own research capabilities in customer research so that small-scale, fast turnaround qualitative research projects can be conducted in a more timely and cost-effective way. This approach also ensures that HMRC benefits from the knowledge developed in running projects in-house and that the research can better take into account operational capabilities and organisational priorities.

HMRC launched a Customer Lab in Shipley in 2017, followed by a Customer Lab in London in 2018. Since then, a number of Customer Lab projects have been conducted, including Master Customer Journey work, and studies relating to EU Exit and Making Tax Digital. These projects have been resourced by HMRC researchers who are experienced in the design and delivery of externally commissioned research and have gone through a package of foundation level training which was delivered by the contractor in March and December 2018.

HMRC would now like to expand its in-house qualitative research skills, as well as provide foundation training to new recruits to the team. The overarching objective of this assignment is to support and build the longer term development and capability of researchers working within HMRC's Customer Lab function. The key objectives are to:

- Develop a capability building approach that **builds ongoing and advanced skills and confidence** in delivering in-house research in a proportionate, fit-for-purpose way that is cleared with the Head of Customer Research.
- Design and deliver **formal training packages that build capability**, ensuring that appropriate tools and techniques are developed to help maintain capability over time.
- Fulfil the **ad-hoc training needs of the Customer Lab** as it grows in functionality.
- **Provide ongoing 1-2-1 coaching and support** to help individual team members proactively apply their learning to ongoing research projects.

The contractor knows from her experience of working with HMRC that it has a talented team of researchers. The previous training aimed to build confidence and skills in conducting primary qualitative research through a blend of theoretical and practical learning, using examples of HMRC projects. According to the written and verbal feedback received by the contractor, this training was well-received by participants. However a number expressed an interest in having the opportunity to

put into practice and learn more about co-design/co-creation, advanced interviewing techniques, analysis and workshops. These are among the key areas of focus for the advanced training required for this assignment.

3. Recommended approach

As set out in your RFQ, this assignment requires two packages of work, preceded by a briefing and orientation period.

3.1 Briefing and orientation period

This phase of the project is essential to ensure that the two packages of training and ongoing support fully meet your needs. As you have set out in your RFQ, it will involve a set-up meeting with the Head of Customer Research and other Principal Research Officers. These are the key issues to consider during this phase:

- HMRC's current **vision, objectives and plans** for the Customer Lab.
- Specific **requirements for advanced training** and areas to be covered.
- HMRC's current approach to **journey mapping and qualitative project management** and how both should be covered in the training.
- What **research areas to use as practical exercises** for the advanced training.
- Whether there are any **data sets which can be used for practical exercises** in the advanced training.
- **Review of the foundation training delivered in 2018** and what changes are required (discussed in more detail in Section 3.3).
- Approach to **understanding capability**.
- Requirements in relation to **ongoing coaching and support** (although it is recognised that this is flexible and might change).
- **Agreeing objectives and key milestones for each work package**.

The key output from this phase will be a scoping note setting out the contractor's recommended approach to delivering both packages of training and providing ongoing coaching and support. The scoping note will include:

- A detailed project plan setting out timings and responsibilities.
- A draft training plan for work package 1.
- Assuming that the decision is made to deliver the same package of foundation level training, what changes are recommended to the training plan and materials. If it is decided to rewrite the training, a draft training plan will be provided at this stage.
- Recommendations for understanding capability among participants for both packages of training.

In order to understand capability, at this stage the contractor is recommending conducting telephone 1-2-1s with both foundation and advanced level participants. The development of training materials can proceed separately from this.

Given the contractor's previous experience of working with HMRC, an extensive understanding capability phase is not necessary. However it would be useful to make individual contact with participants ahead of the training. This is discussed in more detail in Sections 3.2 and 3.3. However the contractor would be very happy to revise this approach should HMRC require.

3.2 Work package 1: Design and deliver advanced level qualitative training

This work package involves further building the capabilities of HMRC researchers who have gone through the foundation level training. Training is required in the following six areas:

- Co-design and co-creation techniques.
- Deep-dive: collaborative analysis and best practice.
- Advanced facilitation skills.
- Deep-dive: managing in-house fieldwork teams and best practice.
- Insight generation and ideation techniques.
- Workshop techniques and industry-leading methods linked to the development of customer journeys.

3.2.1 Overall approach

As you say in your RFQ, the training needs to be a mix of theoretical training and applied, practical sessions. The practical exercises could also include role plays (the interviewing role play worked well in the foundation training). Practising different techniques in a safe and supportive environment can help build confidence. The training will also include the opportunity for participants to share and reflect on their experiences of using the tools and techniques under consideration. This will help to enhance the bank of knowledge that Customer Lab researchers can draw upon.

In the foundation training, the same four projects were used and this worked well. For the advanced training, the contractor's initial thoughts are that we should use four broad research areas as the basis for practical exercises as this would allow for more flexibility. Examples could be Making Tax Digital for Income Tax, EU Exit and traders and pensions. Clearly it would be beneficial if the research areas chosen are aligned with the likely future pipeline of work for the Customer Lab.

The contractor recommends having 1-2-1 telephone sessions with participants before the training. Although the participants are already known to the contractor because of the foundation training, it would be useful to touch base with everyone to understand what qualitative projects they have been involved in since the training, and if there are any particular areas of interest or concern.

The training is expected to take up to five days. We will need to consider how to schedule each session, given the demands on people's time, as well as flexible working patterns.

There are two key topics which underpin the areas you would like the training to focus upon. The first of these is **designing and facilitating workshops**. Workshops can be used for co-design and co-creation approaches, insight generation and ideation and customer journey mapping. The same workshop tools and techniques can be relevant across all of these different areas.

The second broad area which it would be helpful to explore is what is variously known as **design thinking or service design** (and is closely related to agile development methodologies). This philosophy is particularly associated with co-design and ideation but can also often inform customer journey mapping approaches.

In terms of other potential topics to include, an obvious one would be reporting and presentation. However this is an area which the team are experienced in and, in the feedback from the foundation training, was not identified as an area where more support was needed. Nevertheless, the contractor would be very happy to design some training on this if required.

The remainder of this section of the proposal looks at each training area to be covered in the advanced training in turn.

3.2.2 Workshops

Workshops were covered in the foundation training, with a particular emphasis on action planning workshops. It would be beneficial to revisit the principles of workshop design and facilitation and look at the ingredients of a successful workshop in more depth. Participants were provided with a library of resources such as icebreakers, energisers, idea generation and evaluation techniques. Which of these have been used? Which have worked well, which were less successful? What other techniques have been valuable?

A key aspect to successful workshops is a clear purpose. Carefully considering the issues to be tackled in the workshop and working out its goal with key decision makers can help improve its design and chances of success. For co-design, ideation and customer journey mapping, it is necessary to have a clearly defined problem to tackle. Doing this collaboratively can help reframe issues and drive effective collaboration towards potential solutions. As discussed below, discovering and defining the issue is a crucial element of design thinking.

Key things to think through when designing and running workshops are as follows:

- Workshop purpose.
- Participants (who and how many).
- Preparation tasks for participants (to help prime them for discussions, as well as potentially providing a rich source of material for stimulating discussions and ideas).
- Venue.
- Room layout (e.g. circle versus cabaret, the need for lots of wall space, what could be pinned to the wall at the start of the workshop). NB experimenting with different layouts is something which could be tried in team meetings.
- Stimulus and its purpose (for instance bringing topics to life, stimulating thinking beyond the obvious).
- Equipment e.g. sticky notes, pens.
- Workshop plan: warm ups, activities and closers.
- Facilitating the workshop: keeping to an overall structure while remaining flexible.
- Next steps.

It could also be useful to briefly recap on group dynamics and ways to deal with difficult behaviours

There are lots of excellent resources available which can be explored during the training in practical exercises to design a workshop plan. For instance:

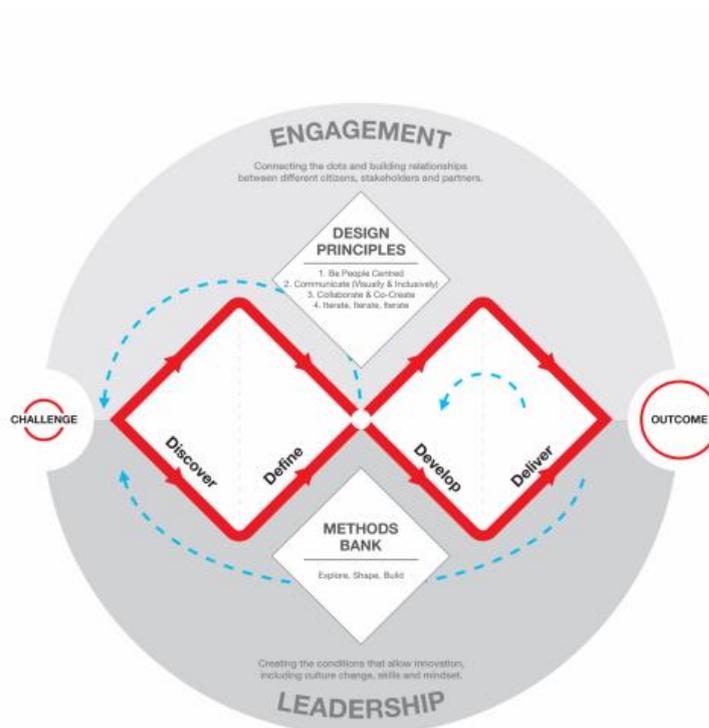
- www.designkit.org/methods: put together by **IDEO.org, a non-profit design studio.**
- <https://servicedesigntools.org/tools>: a resource bridging academic research and professional practices.
- <http://actioncatalogue.eu>: an online decision support tool that is intended to enable researchers, policy-makers and others wanting to conduct inclusive research, to find the method that is best suited for their specific project needs.
- www.iriss.org.uk/sites/default/files/2018-05/iriss-coproduction-project-planner-tools.pdf: a resource to support co-production projects among service users developed by Iriss, a charitable company that promotes positive outcomes for social service users in Scotland.
- www.gov.uk/guidance/open-policy-making-toolkit/low-cost-tools: tools put together by the Policy Lab.
- <https://paraffin.ltd/stimulus/>: workshop resources (Pamela Hamilton, author of *'The Workshop Book'* is MD of Paraffin).

These resources will be valuable for co-design, ideation and journey mapping, and can also be used in groups.

3.2.3 Design thinking

It will be useful to spend time looking at the philosophy of design thinking as this underpins and influences many of the approaches which will be covered in the training.

For instance it would be valuable to explore the Design Council's 'Double Diamond,' which has been hugely influential in design thinking. The graphic below¹ shows the key phases in a design project. In the first phase (discover, define), the problem is identified, in the second (develop, deliver), solutions are found. The shift from divergent to convergent thinking in both phases is represented by the widening and narrowing of the lines:



© Design Council 2019

The distinction between divergent and convergent thinking – creating and reducing ideas – is central to design thinking. In the divergent phase, the emphasis is on generating as many ideas as possible. In the convergent phase, ideas are mixed, distilled, evolved, parked or discarded.

These divergent and convergent processes require different techniques, skills and mindsets. Many of us prefer one to the other and this is a useful thing to reflect upon as a workshop facilitator. With divergent thinking, the emphasis is on encouraging open thinking, creating a judgement-free environment (e.g. avoiding descriptions like 'good' or 'bad' when discussing ideas) and supporting the group if it feels uncertain or confused. With convergent thinking, the ability to synthesise similar ideas and make connections between different themes is important.

Design thinking has been influential in Government, shaping the Government Digital Service Standard² and the Open Policy Making toolkit which was developed by the Policy Lab.³ The 'Policy Lab in a day'⁴ is a useful resource which could be explored in the training.

¹ www.designcouncil.org.uk/news-opinion/what-framework-innovation-design-councils-evolved-double-diamond

² www.gov.uk/service-manual/service-standard

³ www.gov.uk/guidance/open-policy-making-toolkit/getting-started-with-open-policy-making

⁴ https://assets.publishing.service.gov.uk/media/5791f90de5274a0da30001a1/Policy_Lab_in_a_day.pdf

Another excellent resource is '*This Is Service Design Doing: Applying Service Design Thinking in the Real World*' (and its online library of resources at www.thisisservicedesigndoing.com/methods). This has collected together case studies, guidance and tips from 96 co-authors. It could be useful to explore their 'principles of service design' (e.g. human-centred, collaborative and iterative) and their '12 commandments of service design doing' (for instance call it what you like, doing not talking, find the right problem before solving it right). While some of these principles are at the heart of good research, others represent a very different way of working for researchers. It could be useful to reflect upon the challenges this involves in the training.

3.2.4 Co-design and co-creation techniques

The foundation training looked at the theoretical underpinnings of co-design and co-creation, as well as some case studies. There was also a discussion on some of the practicalities involved and the challenges in applying these approaches (for instance where a reluctance to involve customers can mean that research ends up being more like concept testing than co-design).

In this phase of the training, it would be helpful to recap on the theory behind the two and the differences between co-design and co-creation (with the caveat that stakeholders can use the two terms interchangeably). At the heart of both is the principle that diverse and multiple perspectives can help clarify issues and generate innovative ideas.

Most of the focus of the training would be on how to use co-design and co-creation techniques, with practical exercises, and potentially also some role play. For instance 'The Double Diamond' can be used to inform the design of a single or series of co-creation workshops. By first of all (re)defining the challenge, a workshop can create a shared understanding among stakeholders of the problem at hand. The workshop can then move on to generating ideas and then refining concepts.

It would also be useful to look at the use of materials in co-design and co-creation. In the early stages of a project, design thinking emphasises going for quantity not quality in testing prototypes: "ideas just need to be good enough to be explored and thrown away."⁵ We know from previous HMRC projects, that there can be challenges involved in agreeing and designing the materials. It could be helpful to explore ways to set expectations and manage this process.

3.2.5 Customer journey mapping

Many of the HMRC researchers participating in the training will have been involved with the Master Customer Journey work which was originally led by Accenture and has more recently been conducted solely in-house. At the briefing stage, it will be necessary to discuss whether HMRC is still tied to the specific Accenture methodology or if there is scope to be more flexible.

The contractor's initial thoughts are that it would be valuable to look at customer journey mapping more broadly. While there can be some merits to following a particular methodology, customer mapping is, as seasoned practitioners rightly argue, a flexible tool.⁶

At its simplest, a customer journey map is a visual depiction of the sequence of events through which customers interact with an organisation. By providing a highly visual way of looking at things, it can facilitate a common understanding between stakeholders to identify and then action improvements and innovations.

⁵ '*This Is Service Design Doing: Applying Service Design Thinking in the Real World*'

⁶ See for example Kate Ivery-Williams blog post "Why we use user journey maps in government" (<https://designnotes.blog.gov.uk/2016/03/30/why-we-use-user-journey-maps-in-government/>) and Adam Richardson's HBR article 'Using Customer Journey Maps to Improve Customer Experience' (<https://hbr.org/2010/11/using-customer-journey-maps-to>)

Typically the horizontal axis represents the phases, activities and steps in the customer experience. Here the key decisions to make are:

- The scope and level of detail of the map (a regional map showing major roads versus a city map with street level detail). For instance a high level map would be more appropriate for a journey that cuts across different Government departments.
- Which customers to include in the map and whether there should be an employee map as well.
- Should the map be service centred or experienced centred i.e. embedded in the situational context (for instance the circumstances leading up to someone becoming a trustee).
- Whether the mapping is for a current or ideal journey ('As is' versus 'To be', a distinction those who have been involved with the Master Customer Journey work will be familiar with).

The vertical axis contains different lanes of information to help illuminate the customer journey. What to include on the vertical axis requires careful consideration, as this is where the real value of a map can be found. Some possibilities are:

- Customer emotions.
- Customer motivations/needs (sometimes called 'jobs to be done' – JTBD).
- Touchpoints.
- Operational processes.
- Stakeholders involved at each step.
- Key moments of truth (pain points, barriers). One DH/DWP case study in '*This Is Service Design Doing: Applying Service Design Thinking in the Real World*' used a traffic light assessment, showing what is already working (green), what could be improved (amber) and what is not working at all (red).
- A 'what if?' lane which looks at what could go wrong at each stage and what recovery systems are in place.
- Improvement/innovation opportunities.

The training should look at the use of personas – what the benefits of these are, as well as potential pitfalls. The strength of personas lies in their ability to build a shared understanding of customers across different functions (and even organisations). They can be a useful reference throughout the service design process.

The other element to consider is how to synthesise different sources of customer insight to construct personas. It is useful to think what information to use in constructing the persona – demographic, type of customer, behavioural or experiential. For instance the development of a new Met Office app included in '*This Is Service Design Doing: Applying Service Design Thinking in the Real World*' involved three goal-related personas. Ultimately the information in the persona should be relevant to how the customer journey map is going to be used.

This links to a wider point, that it is important to be clear on the purpose of the map, who is going to use it and how. One approach is to start with creating an 'assumption'/provisional customer journey map based on internal insights. This can help to surface different assumptions about how customers interact with HMRC and what their needs are (and assumption maps could potentially be used as stimulus in customer research).

The training will also need to explore how research can be used to construct the map. What research already exists? If new research is required which methodologies – depths, groups, diaries, observational research such as accompanied browsing – are most appropriate? Another option is to use co-creation techniques to work with customers to create journey maps. It can also be useful to

consider what other data is available which could help inform the mapping process, such as complaints data and web analytics.

The training will explore different examples from both the private and public sectors and there will be practical exercises which allow participants to apply their knowledge. It may also be useful to reflect upon the Master Customer Journey work, in terms of what has worked well and what has been less valuable (the Contractor is very aware of some of the challenges involved with this work so would ensure that any discussions on this are focused and constructive!).

3.2.6 Insight generation and ideation techniques

There are many different techniques which can be used for insight generation and ideation. While these will thread through much of the training, it will be helpful to spend time specifically looking at how to use collaborative approaches to organise and synthesise research data to extract insights (e.g. building a research wall). Participants from the Customer Insight team will have particular experience in insight generation and ideation and it would be valuable to draw this out in the session, sharing approaches that have worked well and pitfalls to avoid. The approach would again involve a quick recap of theory (ideation would have been covered in the design thinking phase of the training), followed by some practical exercises.

3.2.7 Advanced facilitation techniques

In the foundation training, we looked at projective, creative and evaluation techniques and the leave-behind resources included examples of each. These techniques can be used in both groups and workshops.

In the advanced training, it would be helpful to recap on the types of techniques available, before setting some practical exercises on how to use these techniques in groups and workshops. This is another area where doing role plays could be very helpful in building confidence.

In the contractor's experience, researchers can feel self-conscious and anxious about using these techniques, so a 'hopes and fears' activity might be helpful, where participants share their concerns and also discuss the value of these techniques.

This element of the training could also ask participants to share examples of groups and workshops where advanced facilitation techniques have been used successfully. These examples could then be added to the Customer Lab resources so that they are available for everyone to draw upon after the training.

3.2.8 Deep-dive: collaborative analysis and best practice

Analysis was covered in the foundation stage but this was a particular area where a need for more training was identified. The advanced training would build upon the theoretical learning from the first stage. It would consider:

- The principles of robust analysis.
- Approach to data management – raw and summary data.
- Developing thematic frameworks – when and how.
- Approaching analysis collaboratively.
- Quality checking qualitative analysis.
- Analysis outputs.

The bulk of the training would be practical and hands on. Part of it would be thinking about how to approach the analysis collaboratively, for instance different ways of dividing up work and how to use

tools such as analysis sessions. This can depend on both the project and time available. Some qualitative projects lend themselves well to being bucketed up. Others are more tricky.

A good portion of the training should involve practical exercises, for instance developing a thematic framework (and different approaches to this). Ideally, participants would have actual data sets to work with (although these could be cut back so there is not too much material to have to absorb). This is something that will need to be discussed at the set-up stage.

3.2.9 Deep-dive: managing in-house fieldwork teams and best practice

Managing qualitative research projects can be challenging – there are lots of balls that need to be juggled and unexpected problems can be all too common. For researchers more used to being commissioners rather than primary researchers, a shift in mindset is required.

We will need to discuss at the set-up stage the specific issues that this element of the training should cover (e.g. recruitment). However the contractor's initial thoughts are that it would be helpful for the training group to consider projects that have gone well, and why, and projects that have been more challenging, and the reasons for this. The learnings could be drawn out using a fun activity such as playing doctors:

- Prevention: How to make sure things go right?
- Cure: What to do if things go wrong?

This element of the training could also be an opportunity to use some of the other techniques covered in the training to explore project management, for instance mapping to identify moments of truth and pain points in the project journey. Different participants could have a go at facilitating different elements of these.

3.2.10 Ad hoc training and support

HMRC's requirements here can be discussed at the set-up stage. There are three potential threads to this:

- Ad hoc support on projects (e.g. acting as a sounding board, providing feedback, reviewing outputs and facilitating project reviews).
- Ad hoc training as and when required.
- Providing regular opportunities for participants to share experiences and learnings (e.g. qual clinics or coaching sessions).

The contractor is able to work flexibly and responsively to provide the additional training and support required by HMRC.

3.3 Work package 2 – Maintain and deliver foundation level of training

The foundation level training was developed following detailed consideration and consultation with HMRC. This included 11 face-to-face interviews with HMRC researchers to explore their existing qualitative experience and training needs. As a result of this, a bespoke training package was designed for HMRC which was grounded in the type of work undertaken by the Customer Lab. HMRC projects were used to provide practical exercises for participants to work through different elements of qualitative research.

This training was delivered over three days to two separate cohorts in March and December 2018. After each day of training, feedback forms were filled in by participants. Once the March training had finished, the contractor held 1-2-1 meetings with participants to discuss key learnings, whether any elements of the training were unclear and how they planned to put what they had learned into a practice. As a result of this feedback, minor tweaks were made to the December wave of training, including allowing more time on analysis in the third day of training.

As the training is highly tailored to HMRC's needs, and was well received by both cohorts according to the feedback given, the contractor does not recommend re-designing the training programme. However it would be beneficial to consider whether there are any changes which need to be made to the training plan and materials. In particular:

- At the time of the training, much of the Customer Lab's work was Master Customer Journey related and two of the four HMRC projects used were Master Customer Journey examples. It will be necessary to consider whether other projects would be more appropriate.
- The Customer Lab has been responsible for some EU Exit work. There can be particular sensitivities and challenges around this area of research and it could be useful to include an EU Exit project in the training.
- If there are any changes to HMRC guidance (e.g. requirements of data guardians), this will need to be reflected in the training.
- Whether there are Customer Lab resources which could be signposted throughout the training rather than just at the end.

The contractor would strongly recommend having 1-2-1s with participants before the training. This proved to be very helpful in both the previous phases of training, as it gives the contractor an understanding of an individual's specific training needs and any relevant previous experience (which can sometimes be discounted by individuals because it does not seem directly pertinent). It is also an opportunity to build rapport between the trainer and participants and reassure participants that the training will be a positive experience.

This work package also includes providing ongoing support and coaching. This could include:

- 1-2-1 discussions after the training. This is an opportunity to check if there are any areas of concern or further training needs, as well as encouraging participants to think about how they are going to put into practice what they have learned.
- Acting as a critical friend during a project, for instance reviewing topic guides, observing interviewing or taking part in analysis sessions. This can both provide reassurance to HMRC researchers that they are on the right track, as well as giving them constructive suggestions to further develop their qualitative skills.

As was the case with the last Customer Lab capability contract, the contractor is happy to provide this ongoing support in a flexible manner, depending on needs of different individuals and the types of projects coming up.

4. Project Management

This project will be managed in its entirety by **Alex Bollen**. Alex was responsible for designing and delivering the foundation level training to HMRC in 2018, as well as providing ad hoc support to members of the team.

Alex is a highly skilled qualitative and quantitative researcher who is also an experienced workshop facilitator and trainer. After qualifying as a solicitor, Alex joined what was then MORI in 1999, becoming a Research Director after only five years. In the early stages of her career, Alex conducted qualitative projects for a variety of clients including the Department of Health, the (then) Department of Trade and Industry, Ikea, and Ofcom. Alex also ran training sessions on time management.

When MORI and Ipsos merged, Alex joined the Loyalty division and subsequently became Head of Customer Research. As well as working with clients such as BA and HSBC on qualitative and quantitative studies, this role also involved building the capability of the division in Loyalty research, which included running training sessions. During this period, Alex wrote extensively about customer research. For instance '*Lagging Behind in the Age of Engagement*' published in *Research* in 2008 looked at co-creation and customer-centric research, while '*Understanding Customer Relationships: How Important is the Human Touch?*' (written in conjunction with Claire Emes) explored how far the metaphor of personal relationships can be applied to customer interactions.⁷

In 2011, Alex became a self-employed consultant. Since then she has worked for Ipsos MORI as an Associate Researcher on an almost continual basis on both qualitative and quantitative projects. She has worked on several qualitative projects for HMRC, most recently a project on EU Exit Communications among traders and hauliers.

Alex has clientside experience, as a research consultant for Spotify from 2015-2017. This included conducting an internal needs analysis on a potential customer loyalty research programme and designing topic guides for research exploring the customer value proposition. It also gave her first-hand experience of some of the challenges involved in working with internal clients.

Other recent assignments of relevance to this project are:

- Facilitating workshops for Save the Children's CRM and Insights department.
- Analysing and reporting on qualitative research conducted by a qualitative research shop on behalf of a number of clients including an American bank, a software company and a media company (a mix of consumer and B2B work).
- Formally mentoring a senior researcher at nfpSynergy, a research agency which specialises in working with charities and the third sector. This has included supporting her development as a qualitative researcher (e.g. observing her moderate groups and feeding back on this).

As well as her research experience, Alex is also a Postnatal Practitioner with the NCT, receiving her Diploma in Postnatal Group Facilitation in 2011. In 2015 Alex qualified as an Excellent Practitioner and she is now a study day leader for the NCT, running training for other NCT practitioners. She has also written a research overview on supporting women in the transition to motherhood⁸ which is a set text for the NCT's/University of Worcester's 'Birth and Beyond' degree. In addition to her legal and NCT qualifications, Alex has a degree in History from Oxford University.

⁷ This paper is still available on the Ipsos MORI website: www.ipsos.com/sites/default/files/publication/1970-01/loyalty_customer_loyalty_understanding_customer_relationships_052008.pdf

⁸ Available here:

www.nct.org.uk/sites/default/files/related_documents/Bollen%20Supporting%20women%20in%20the%20transition%20to%20motherhood-%20%20a%20research%20overview%20pp%2016-20%20Mar%2015.pdf

4.1 Risks, countermeasures and contingencies

There are a number of risks in relation to this assignment. The main risks, together with countermeasures, are set out below:

RISK/ASSESSMENT	COUNTERMEASURES AND CONTINGENCIES
<p>The contractor has insufficient time to carry out the assignment Likelihood: Low Impact: High</p>	<p>The contractor has capacity to conduct this assignment. The contractor's only current fixed diary commitment is an NCT postnatal course running every Tuesday for four weeks from 25 February. The contractor may be away w/c 17 February but as this is half term this is likely to be the case for other training participants. No new work would be taken on which would impact on the contractor's ability to deliver on this assignment.</p>
<p>Deliverables not meeting the needs of HMRC and/or not being produced to sufficient levels of quality Likelihood: Low Impact: High</p>	<p>The orientation phase will enable the contractor to gain a detailed understanding of your requirements. All assignment outputs will require a formal 'sign off' by HMRC. If HMRC is unable to approve outputs or training materials because they are not of sufficient quality, the contractor will revise the outputs to bring them up to the agreed standards of quality. The contractor would be happy to work within HMRC's quality procedures as required.</p>
<p>Project timings slip Likelihood: Medium Impact: Medium</p>	<p>The contractor will prepare a detailed project plan, including key milestones, at the start of the project. Sufficient time will be allowed to enable HMRC to review draft documents. It will be important to get the training into people's diaries as far as advance in possible. The contractor will flag any issues which may impact on timings as soon as they arise and provide HMRC with a suggested solution.</p>
<p>The contractor is ill or becomes unavailable e.g. due to a long-term illness Likelihood: Low Impact: High</p>	<p>If the contractor is ill, any meetings or training due to take place during will need to be rescheduled. Although it is highly unlikely that the contractor will become unavailable on a long-term basis, if this happens the contractor will work with HMRC to find a replacement from either her or HMRC's networks. While there are risks involved in working with a single contractor, there are also benefits in one person being able to really get to know the team.</p>

Risk should be discussed at the start of the project to consider what other risks there are and what countermeasures should be taken.

4.2 Timetable

Below is an indicative timetable based on the commissioning timeline set out in the RFQ. On commissioning a more detailed timetable to reflect the requirements of the project would be drawn up by the contractor.

Task	Timing	Responsibility
Contract awarded	December 2019	HMRC
Set-up meeting held	December 2019	HMRC/AB
Scoping note submitted	January	AB
Training approach approved	January	HMRC
Draft training plan submitted for package 1, revised training plan submitted for package 2	January	AB
1-2-1s with training participants	January	AB
Training plans signed off	January	HMRC
First draft of training materials for package 1, revised training materials for package 2	January	AB
Training materials signed off	February	HMRC
Delivery of formal training	February	AB
Coaching/1-2-1 support	February onwards	AB

5. Costs

The contractor's costs for conducting this assignment are calculated on a per diem basis and are as follows:

Tasks	Number of days	Cost £
Work package 1 Drafting training plan and training materials 1-2-1 telephone calls with participants before the training Delivering five days of training Ongoing support and training (5 days)*	████	████
Work package 2 Reviewing and amending foundation training plan and materials 1-2-1 telephone calls with participants before the training Delivering three days of training Ongoing support and training (5 days)*	████	████
Project management Set-up meeting Two progress meetings Producing a scoping note Drafting a detailed project plan Liaising with you as required on training arrangements and materials	████	████
TOTAL	████	£24,000

* Please note that the contractor has allowed for up to five days of ongoing support and training for each work package over the 12 month duration of the contract. There is no obligation upon HMRC to use the contractor's services for this number of days and the contractor will only charge for time actually spent on support and further training.

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These costs include the following deliverables and assumptions:

- The contractor's per diem rate is £750. Please note that VAT is not chargeable.
- Scoping/kick-off meeting to be held at your Canary Wharf office.
- Two progress meetings at your Canary Wharf office throughout the course of the contract.
- Producing a scoping note outlining the contractor's recommended approach to both packages of training. Costs assume this will be no longer than 10 pages.
- Providing a draft training plan and training materials for advanced level qualitative training for review by the HMRC's Head of Customer Research and Customer Lab lead (costs assume a maximum of three drafts in total).
- Providing advanced level qualitative training. Costs assume that five day-long training sessions will be delivered.
- A PowerPoint deck of advanced level qualitative training materials that can be used by HMRC for refresher sessions.
- Providing ongoing support and training to advanced level training participants. Costs assume five days but these can be increased or decreased as appropriate.
- Reviewing the training plan and materials for the foundation level training already delivered and amending as appropriate (as requested, costs have also been provided in the Breakdown of Costs document for redesigning this training, although the contractor does not recommend this approach).
- Holding 1-2-1s with foundation level training participants before the training.
- Delivering three days of foundation level qualitative training.
- An updated PowerPoint deck of foundation level qualitative training materials that can be used by HMRC for refresher sessions.
- Providing ongoing support and training to foundation level training participants. Costs assume five days but these can be increased or decreased as appropriate.