

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

Call Off Contract for Hydrogen Heating Programme Delivery Support

CALL-OFF REFERENCE:	PRJ_2729
THE BUYER:	Department for Energy Security and Net Zero
BUYER ADDRESS	3-8 Whitehall Place, London, SW1A 2EG
THE SUPPLIER:	Turner and Townsend Cost Management Limited
SUPPLIER ADDRESS:	Low Hall Calverley Lane Horsforth Leeds LS184GH
REGISTRATION NUMBER:	06458527
DUNS NUMBER:	21-102-7125

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 15th January 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Hydrogen Heating Programme Delivery Support services.

CALL-OFF LOT(S):

Not applicable

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

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

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

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

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call-Off Tender)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 15 (Call off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)

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

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

Call-off special terms

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

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

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

Call-off start date: 29/01/2024

Call-off expiry date: 28/01/2025

Call-off initial period: **12 months, no option to extend**

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Security

Short form security requirements apply and

Security Policy: [Security policy framework: protecting government assets - GOV.UK](https://www.gov.uk/government/policies/security-policy-framework-protecting-government-assets)
(www.gov.uk)

Maximum liability

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

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£379,200

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

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

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

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

BACS (30 days in arrears upon receipt of a valid invoice)

All invoices to be submitted monthly in arrears.

All invoices must be sent to shaun.guy@energysecurity.gov.uk

A valid purchase order number must be included on all invoices and contract number.

Buyer's invoice address

For attention of Shaun Guy
Clean Heat Directorate

3-8 Whitehall Place, London, SW1A 2EG (Floor 3)
Shaun.Guy@energysecurity.gov.uk

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

Buyer's security policy

Buyer's security policy is available online at: [Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/protecting-government-assets)

Progress report frequency

Fortnightly

Progress meeting frequency

Fortnightly

Key subcontractor(s)

Not applicable

Commercially sensitive information

Not applicable

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Appended at Call-Off Schedule 20 (Call-Off Specification)

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

Formation of call off contract

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

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

Signature Area

Organisation Name:
Department for Business, Energy &
Industrial Strategy

Role/Title:
Director

Name:
Lucy Longstaff

Signature: 

23 January 2024 | 09:25:15 CET

(dd.mm.yyyy | hh:mm:ss)

Organisation Name:
TURNER & TOWNSEND COST
MANAGEMENT LIMITED

Role/Title:
Managing Director - Infrastructure

Name:
James Corrigan

Signature: 

22 January 2024 | 09:42:40 PST

(dd.mm.yyyy | hh:mm:ss)

Organisation Name:
TURNER & TOWNSEND COST
MANAGEMENT LIMITED

Role/Title:
Director

Name:
Rob Halstead

Signature: 

22 January 2024 | 19:03:34 CET

(dd.mm.yyyy | hh:mm:ss)

Joint and Call off Schedules for RM6187 Management Consultancy Framework Three –



Core terms and Joint
schedules.zip



Call off schedules.zip

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

- 1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 Hold all policies in respect of the Insurances and cause any insurance broker affecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to

treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Joint Schedule 11 (Processing Data)

Definitions

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

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

Status of the Controller

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

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and

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

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

- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the

- Controller;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7.** Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
- 8.** The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9.** Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set

- out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10.** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11.** The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12.** The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13.** Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14.** The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15.** The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16.** The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30)

Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

- 24.** A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 25.** Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26.** Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27.** Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 28.** Personal Data shall not be retained or processed for longer than is necessary

to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).

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

Annex 1 - Processing Personal Data

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

- 1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: Shaun Guy shaun.guy@energysecurity.gov.uk
- 1.1.1.2 The contact details of the Supplier's Data Protection Officer are: Hanif Loonat, Global IT Director, hanif.loonat@turntown.com, 07921 934 963
- 1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> Names, email addresses, telephone numbers and employer (where relevant) of stakeholders that could be engaged during the Contract duration
Duration of the Processing	During the duration of this Call-Off Contract.
Nature and purposes of the Processing	<p>The Buyer will provide the Supplier with contact details of relevant stakeholders that it could engage to deliver the service to meet the requirements. The Supplier will use these contact details strictly for the purposes of fulfilling this Call-Off Contract.</p> <p>The information will be shared using MS SharePoint, with access provided to Supplier personnel engaged in the contract. Access will be revoked at the end of the contract. The Supplier will use this information for to contact users, which may involve emailing or telephoning them.</p> <p>Other than for use in executing the Call-Off Contract, contact details will be stored in systems provided by the Buyer.</p>

Type of Personal Data	Name, email address, telephone number
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers
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 information will be shared using MS SharePoint, with access provided to Supplier personnel engaged in the contract. Access will be revoked at the end of the contract. The Supplier will cease to use this information at the end of the contract.

Call-Off Schedule 4 (Call Off Tender)



Turner__Townsend_C
-1035146.zip - Tender response



Turner & Townsend -
DESNZ HHP Presenta - Presentation

Department for Energy Security and Net Zero

Question 4.1 – Methodology

Our approach- We will use our proven three-stage methodology: **1. Discover, 2. Design, 3. Deliver** to deliver your programmes objectives. For the past year, we have used this methodology on HHP to successfully improve the effectiveness of the programmes planning, monitoring, reporting and governance arrangements.

Objective 1- Planning

Tasks- Refer to our outline plan and indicative resource schedule on page 3 to 6.

Roles- Vaibhav will lead the planning team, supported by two specialists, Sai and Keanan.

Responsibilities- Vaibhav will provide technical direction, assurance and ensure consistency in delivery of plans across the HHP. He will undertake a critical review of the current CT and EU sub-programmes by assessing them against the HHP planning standards and industry best practices while guiding the teams to update the plans. In addition, Vaibhav will validate the GDNs plans and present the findings to GDNs and HHP. He will support Sai and Keanan with facilitation of the workshops and work closely with the HHP planning lead to integrate Level 0 and 1 milestones within the programme plan.

Utilising past HHP experience, Sai will lead the development of the NSI, SEAA and ST sub-programme plans. An experienced planner with strong interpersonal skills, Keanan will lead the development of plans for M&R, TP and Strategy and Analysis sub-programmes.

Sai and Keanan will review the sub-programme plans using HHP planning standards, critical path method and industry best practice to identify gaps. They will be responsible for facilitation of the workshops to validate and modify the WBS, identify activities, durations, relationships and key milestones to create a robust plan in MS Project.

Stakeholder approaches- Stakeholders include Sponsors, programme and sub-programme Leads, members of their teams, and external stakeholders e.g. GDN's and supply chain.

As part of our approach to each objective, we will:

1. Identify stakeholders
2. Analyse stakeholders power & influence
3. Map against 4 quadrants below
4. Identify management plan as appropriate

High power	Keep satisfied	Work closely
Low power	Monitor	Keep informed
	Low influence	High influence

Stakeholder approach for this objective include:

Stakeholder Approach- Planning

HHP Planning Lead	Keep informed
• weekly progress meetings	
Sub-programme Lead	Keep satisfied
• share approach to developing plans • seek endorsement on final output	
PM: Sub-programme	Work closely
• regular engagement to support and upskill	
Partners and supply chain	Keep satisfied
• engage to extract all project scope and activities to support the development of plan	

Objective 2- Assurance

Tasks

- **Discover:** Conduct desktop review of existing three lines of defence as described below;

LOD	Review themes
1 st LOD	Defined management controls such as governance, reporting, roles etc
2 nd LOD	Testing the robustness and effectiveness of processes
3 rd LOD	Independent review that reviews the effectiveness of the decisions made

- Engage with HHP Assurance Lead to define the vision and understand the current pain points
- Understand the current process of management of evidence and its application across HHP
- Prepare and issue a report, with key findings
- **Design:** Undertake a gap analysis based on the findings from the Discover stage
- Identify improvements (prioritising them in high, medium, and low) to mature the assurance approach and agree next steps
- **Deliver:** Lead delivery on agreed improvements

Roles- Will Higgins will be our assurance lead.

Responsibilities- Will H will leverage his experience to ensure all recommendations are aligned to industry best practice to improve the maturity of three lines of defence and EMS quality assurance. He will provide training to enable successful embedment of potential solutions

Stakeholder Approach - Assurance

Assurance Lead (HHP) Sub Programme Lead	Work closely
• identify and embed improvements successfully, including 3LOD and EMS QMS	
HSE and GDN's	Work closely
• understand their timescales for evidence submissions and communicate our solutions	

Department for Energy Security and Net Zero

Question 4.1 – Methodology

Objective 3: Benefits

Tasks

- **Discover:** Engage to understand your vision for the Benefits Management framework
- Undertake a desktop review of current process
- Develop an understanding of the strategy, how the existing benefits have been identified and mapped against HHP strategic objectives, quantification of benefits and the reporting
- Benchmark current process against industry best-practice such as IPA, while also reviewing it against DESNZ strategic guidance
- Develop a report, summarising our findings
- **Design:** Identify improvements and engage with HHP to agree the improvements for delivery
- **Deliver:** Develop, embed and handover the solutions while providing training to upskill benefits capability across the programme

Roles- Seb will lead the Benefits workstream.

Responsibilities- Seb will mature the benefits strategy, maps, and profiles. He will conduct workshops with the key stakeholders to calibrate and agree benefits and measurements.

Stakeholder Approach- Benefits

Benefits Lead (HHP)	Work closely
<ul style="list-style-type: none"> • ensure all deliverables and outcomes are fit-for-purpose and aligned to HHP objectives 	
Programme Mgmt Lead	Work closely
<ul style="list-style-type: none"> • define roles and responsibilities within HHP associated with Benefits 	
Deputy Director (HHP)	Keep satisfied
<ul style="list-style-type: none"> • align the benefits against HHPs objectives 	

Objective 4 - Risk Management

Tasks

- **Discover:** Conduct review of existing risk management process, registers, governance, data structures, capabilities, and reporting
- Engage to define the vision and understand current pain points
- Prepare report summarising key findings
- **Design:** Undertake a gap analysis
- Identify improvements to simplify risk process.

As incumbents, we have previously engaged with HHP Risk Manager and provided advice on proposed changes to risk reporting

- **Deliver:** Develop the solutions and handover to BAU while providing training to the key stakeholders to successfully embed the process

Roles- Pablo will lead the risk workstream.

Responsibilities- Pablo will bring his industry experience of establishing and optimising risk management process compliance with the Orange Book and MoR to optimise the process.

Stakeholder Approach- Risk

Risk Manager & Subprogramme PM's and leads	Work closely
<ul style="list-style-type: none"> • identify and embed improvements 	
Head of Programme Management	Work closely
<ul style="list-style-type: none"> • agree areas for improvement and next steps 	

Objective 5- Demand Management Strategy

Tasks

- Varun will develop a demand management strategy informed by ad-hoc resource requirements and longer-term requirements informed by the plans
- Schedule two meetings as follows;
 - Weekly progress review meetings– to discuss progress and ad-hoc requirements
 - Fortnightly Contract review meetings– discuss performance, issues and risks.

Management Information- create a register of resource requirements and performance dashboard for management review

Maximum Lead Time to mobilise our resources into your programme is two weeks but will aim to provide resources within five working days. Our mobilisation approach has been included in Q4.4.

Funding approaches- We are committed to offering any additional resources on a time and materials contract against the agreed rate card within our Pricing Schedule.

Roles and responsibilities- Varun will lead this workstream and will be responsible for mobilising the right resources within your programme. Will H will be responsible for preparing progress reports, onboarding staff and submission of invoices.

Stakeholder Approach – Ad-hoc PM

HHP Head of Programme Mgmt	Work closely
<ul style="list-style-type: none"> • discuss progress of the commission and any ad-hoc support required 	
HHP PMO leads and sub-programme leads	Keep satisfied
<ul style="list-style-type: none"> • meet monthly to discuss resource requirements and feedback on performance 	

Department for Energy Security and Net Zero

Client Confidential

Question 4.1 – Methodology Outline Plan for Objective 1 (Planning) with an indicative resource schedule

Our approach to develop detailed rolling wave plans is summarised below. This approach should be read in conjunction with our indicative resource schedule that outlines the tasks and milestones that we will deliver within the scope of Objective 1. The indicative resource schedule outlines the task ID, activity description, its start and finish dates, duration of the activities, predecessors, and key resources that will deliver the tasks.

Discover:

Rolling Wave Planning (RWP) Step 1: Engage

- Review existing programme and subprogramme plans and perform maturity assessment using selected DCMA-14 criteria's, critical path method and HHP planning standards
- Document "As-Is" WBS along with Level 0 and Level 1 milestones. Identify current gaps and discuss the findings with programme and subprogramme planning teams
- Undertake critical friend review of EU and CT sub-programmes plans using selected DCMA-14 criteria, critical path method and HHP planning standards, present report outlining findings and recommendations
- Validate GDN's enabling plans and identify enabling milestones or dependencies to or from the HHP Plan and present report outlining the findings and recommendations
- Present and agree action plan for rolling wave planning update with Head of Programme Management, PMO manager and subprogramme teams

Design:

RWP Step 2: Modify and agree WBS

- Facilitate workshops with subprogramme teams, Gas Distribution Network (GDN) and supply chain to discuss six-month forward look scope. In these workshops, we will validate, modify, and agree revisions to the work breakdown structures.

Deliver:

RWP Step 3: Create the plan

- Develop six Subprogramme Plans - Engage with subprogramme teams to develop the detailed Microsoft Project Plans using the

rolling wave planning approach. This will include the following steps;

- Define key activities within the WBS, durations, relationships, and key milestones.
- Translate the outputs into MS Project to develop plan
- Identify Level 0, 1 and 2 milestones using HHP Milestone Levelling Criteria
- Review, modify and agree Plans with subprogramme teams, and supply chain.
- Present Plans to sub-programme leads for endorsement
- Guidance to develop EU and CT plans and review updated Microsoft Project Plans produced by EU and CT project managers before integrating it in Programme Plan.

RWP Step 4: Integrate the plan

- Engage with PMO to integrate sub-programme Level 0 & 1 milestones and dependencies within Integrated Programme Plan

Assumptions for our fixed price estimate

1. Assumed programme start date as 1st February 2024. If there are any changes to the date, we will issue a revised plan to amend the start date
2. Assumed plan review periods of two days for the sub-programme leads
3. Assumed plan review periods of three days for sub-programme teams (including project managers and supply chain)
4. In our proposal we have considered three workshops with each sub-programme to validate and modify the WBS.
5. We have assumed that the subprogramme teams, partners and supply chain will be available for workshops within the timescales provided in indicative resource schedule
6. If a supply chain is involved within the sub-programme, we have forecasted two workshops with the supply chain per sub-programme and have assumed realistic schedules will be shared with us as per agreed timescales
7. We have assumed CT, EU and GDN's plans will be issued to us for review as per the timescales included within the indicative resource schedule

Department for Energy Security and Net Zero

Question 4.1 – Methodology

8. We will work with HSE representatives to develop the SEAA plan. We have assumed that HSE representatives will be available in given timeframes to develop the WBS and to develop the plan.

Our Commitment to upskilling your planning capability

We are committed to improving the maturity of your planning capability to develop and maintain programme and sub-programme plans. We will do this by:

- Milestone 2– We will include you sub-programme PM's in all workshops to understand our approach and methodology to develop robust plans
- Milestone 3– We will encourage sub-programme PM's to facilitate a section of the workshops while we will support them in the background. This will improve their confidence and develop their knowledge
- Milestone 4– We will request sub-programmes PM's to facilitate the workshops while we will support them in the background
- Milestone 5– We will empower sub-programme PM's to develop the plans in Microsoft Project to develop their capability and confidence of using the process and tools. However we will take full accountability of the final outcome produced to ensure it is of an high-standard.

Indicative resource Schedule: The estimate of our resources planned to deliver objective 1 (milestone 1 to milestone 5) is given below:

Client Confidential

Department for Energy Security and Net Zero

Question 4.2 – Experience

The array of capabilities that the team will bring in the context of the objectives set in the Statement of Requirements, is outlined in the table below:

General Capabilities overview	Varun	Valbhav	Sai	Keanan	Will	Seb	Pablo
Advising HMG (on complex programmes) in R&D environment	✓	✓					
Improve complex programme performance	✓	✓	✓	✓	✓	✓	✓
Stakeholder management	✓	✓	✓	✓	✓	✓	✓
Training and coaching	✓	✓	✓	✓	✓	✓	✓
Objective 1: Planning							
Review plans and identify gaps		✓	✓	✓			
Workshops to validate and modify WBS	✓	✓	✓	✓			
Develop plans in Microsoft Project using rolling wave planning principles and undertake milestone levelling		✓	✓	✓			
Reviews TP and CT plans and provide guidance		✓					
Engage with PMO to integrate Level 0 & 1 milestones and dependencies in the Integrated Programme Plan		✓	✓	✓			
Planning assurance and capability building	✓	✓					
Objective 2: Assurance							
Review current assurance approach and activities	✓				✓		
Critical friend review of current quality management approach for evidence collected and stored in EMS	✓				✓		
Identify current gaps and discuss improvement areas	✓				✓		
Produce prioritised delivery roadmap	✓				✓		
Lead the delivery of improvements					✓		
Objective 3: Benefits							
Review the current benefit maps, profiles, and strategy	✓					✓	
Identify current gaps and discuss improvement areas	✓					✓	
Produce timebound remediation action plan						✓	
Mature the benefits strategy, benefit maps and profiles						✓	
Objective 4: Risks							
Review the current risk management process and tools	✓						✓
Identify current gaps and discuss improvement areas	✓						✓
Produce prioritised improvements to simplify processes	✓						✓
Implement agreed changes to increase risk maturity	✓						✓
Objective 5: Demand management strategy							
Establish a demand management approach	✓						
Agree ad-hoc requirements, identify, and shortlist candidates	✓						
Manage the onboarding, training, and logistics					✓		

Department for Energy Security and Net Zero Question 4.4 – Responsiveness

Our understanding of your requirements:

Having worked previously with HHP, we understand the importance of providing a capable team taken from our resource pool that can work closely with your team. We also understand that this is a fast paced and changing environment where there may be ad-hoc requests to provide resources at short notice to develop and deliver initiatives. We recognize that for DESNZ as with all our clients there is a need to provide value for money and to evidence this.

Our commitment to resource management and deployment: With our proven approach to resource management, we will ensure effective delivery, with specific provisions included to ensure quality and continuity of services. The five key objectives and associated deliverables in your requirements demand suppliers who can quickly establish a culture of excellence and promote collaboration across the programme. Varun will ensure that we mobilise the team effectively to build trust in our capabilities from day one.



Varun Goel – Project Director

“As I have previously demonstrated on the HHP, I will continue to work closely and proactively with you to ensure the optimum resources are in place from the outset and during the project to enable business continuity. My focus will be to build an environment of high performance, with a strong culture of knowledge-sharing, to support HHP to achieve its outcomes”.

Resource Management: Our ability to provide capable people is at the heart of what we do.

We understand that you require a range of skillsets to provide delivery support to the HHP programme. We have c4386 programme and project management experts (see below) with specialist skillsets that align with your objectives: Planning (Objective 1), Assurance (Objective 2), Benefits Management (Objective 3) & Risk Management (Objective 4).

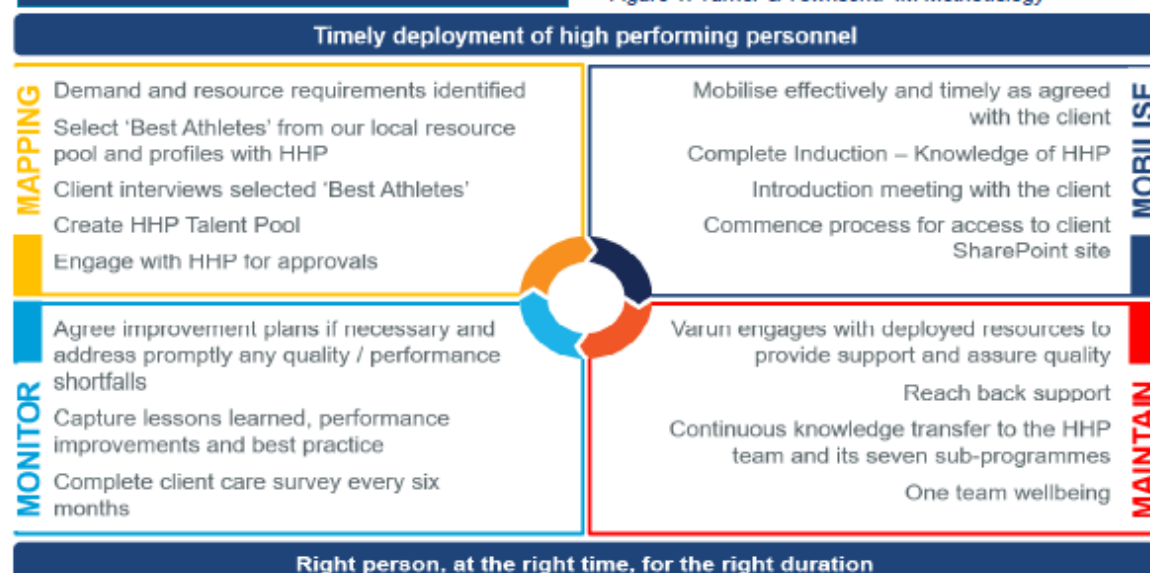
Staff	Advisory	Digital	Cost Mgmt
	639	171	1198
	Controls	Project Mgmt	Asset Mgmt
	869	1421	58

Our Advisory team also includes a team of c50 Net Zero specialists who are experienced at translating our clients' commitments and targets into deliverable plans, grounded in commercial and carbon assurance.

In order to ensure that we mobilise suitably qualified and experienced staff to support HHP we will use a **Skills Passport** to align technical and behavioural competencies with role requirements to enable us to select appropriate resources. We will overlay DESNZ specific needs to our developed technical competency framework.

Deployment of resources: Our approach to deploying resources is outlined in our '4M Methodology' (Figure 1 below). Using this process makes it more efficient to identify, select and mobilise the right resources at short notice.

Figure 1: Turner & Townsend 4M Methodology



Client Confidential

Department for Energy Security and Net Zero

Question 4.4 – Responsiveness

The 4M Methodology gives us the ability to draw from resource pools across our organisation to establish a DESNZ talent pool. When we need to quickly respond to service delivery needs, we can draw on this pool to find people with the technical competency and experience needed.

Mobilisation: During the Pre-Mobilisation stage we will ensure that our team complete inductions, provide necessary information to get access to DESNZ systems and plan early engagement with the HHP programme. We will brief the team on DESNZ, its objectives, policies and ways of working as well as progress on the HHP programme to date.

On Day One (Commencement Date), we will mobilise our core team of five people (Varun, Will, Vaibhav, Sai and Keanan) on the HHP.

Varun will organise a kick-off meeting with the client to introduce the team and agree approach and timescales for first four objectives. Vaibhav will then engage with the HHP planning lead and our planning team to commence the review of the existing plans.

Meeting your timescales: Using the 4M approach above, we anticipate that our timescales for deploying ad-hoc resources is as below:

Process	Day
HHP initiates request for resources and resource requirements agreed	0
Varun will review our HHP talent pool to identify candidates considering HHP requirements, experience and capability	+2
Varun will shortlist candidates and issue the CV's to HHP	+3
HHP will review CV's, shortlist to interview and select final candidate	+8
Will H will finalise paperwork with DESNZ and provide induction	+10

Aligning our team with your ways of working is critical and key to success. We will seek HHP feedback at regular intervals, both formally using Client Care surveys and informally through weekly meetings, to get honest views on performance and potential improvements. By analysing the trends, we can communicate a 'You said. We did'

update to the team to address any areas of concern.

Ensuring continuity of our service: In the event that we need to make any changes to the commission team, we will provide you with a minimum one month notice and ensure we mobilise a like-for-like replacement (capability and experience) at least two weeks in advance to allow for a smooth transition. For staff on annual leave more than one week, we will communicate with you at least one month in advance and identify mitigations plans to minimise risks and disruption to our deliverables.

MI approach to communicate progress and assure delivery: We will request HHP team to provide us access to your SharePoint site to enable us to share live information. Varun will organise weekly recurring progress meetings and will invite appropriate workstream leads to communicate progress to DESNZ.

In addition, Varun will organise fortnightly 'Contract Review' meetings with the DESNZ team. In this meeting, we will use a dashboard (format TBC with DESNZ) to review progress. Key themes to be covered in the dashboard are key successes, challenges, decisions required, schedule and cost against baseline, key risks and issues. We will share progress report on HHP SharePoint, in advance to the Contract Review meetings, providing visibility prior to the meeting.

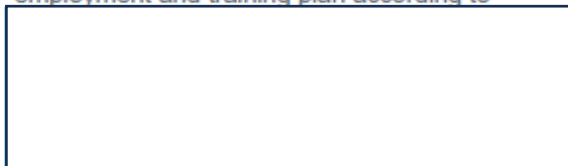
For quality we will present the status of assurance and sign-off against every deliverable. This will help us address promptly any quality and performance issues and drive continuous improvement into our service delivery approach.

Fundings approaches for ad-hoc resources: We pride ourselves in delivering excellent service quality at value-for-money. Therefore, we are committed to offering any additional resources on a time and materials contract against the agreed rate card within our Pricing Schedule.

Department for Energy Security and Net Zero

Question 5.1 – Social Value

We are committed to and ready to create valuable employment and training opportunities in a fast-changing environment, throughout this contract with the Department for Business, Energy, and Industrial Strategy (DESNZ). By using our global knowledge and experience in supporting the Hydrogen Heating Programme (HHP) we will ensure we will deliver a tailored employment and training plan according to



Our 7x commitments

The following commitments will be delivered throughout the contract and contribute to accelerating action for growth, jobs, contemporary skills and equity to thrive. The detailed commitments can be found in the Themes, Outcomes & Measures (TOMs) on page 14, which is aligned to national TOMs and DESNZ target value social outputs.

Understanding of employment/skills issues and opportunities for work experience

Through our existing partnerships with educational and charity institutions including Career Ready, Science, Technology, Engineering & Maths (STEM), National Literacy Trust, Speakers for Schools and Design Engineer Construct, our team will volunteer with Career Ready as mentors. We understand the need to address employment and skills shortages in high growth sectors such as Planning, Risk & Project Management. Therefore, we will partner with schools/colleges and create opportunities for work experience such as masterclasses and office visits.

Support for educational attainment

Evidence: We launched our #TT5000futures initiative in 2022 to improve the lives of 5,000 children and young people, through initiatives such as real-life business models, industry practices and case studies.

We will support employment and upskilling by offering work experience opportunities as a gateway to our Apprenticeship and Graduate programmes. Our programmes develop individuals through on-the-job exposure and training alongside internationally recognised qualifications, including the Association of Project Management.

Evidence: This year's cohort was a record total of 320+ Graduates and Apprentices across our 16 UK offices.

Promotion of awareness of careers and recruitment opportunities

As a Cornerstone Employer partnered with the Careers and Enterprise Company, we will use trained STEM Ambassadors to deliver tried and tested activities, including presentations on career opportunities CV workshops and mock interviews. This will inspire those who face barriers to employment in deprived areas to enter the industry and support them to thrive.

Creation of employment opportunities and inclusive employment

We will work with DESNZ to widen access to employment by leveraging existing relationships with inclusive agencies/platforms such as Vercida/Applied. We have been awarded the Gold Award for Forces Employment, supporting and developing those with skills gaps or people who face barriers to employment. We will work with DESNZ to provide training schemes and programmes which include early access to vacancies for disabled applicants, and interview sessions in accessible locations to promote inclusive employment. We invest heavily in attracting, retaining, and developing the best people in the marketplace including our structured performance reviews and career mentoring. Our quarterly anonymous Peakon engagement surveys enable us to implement initiatives to improve the working environment.



Monitoring our commitments

We will monitor our commitments using our Social Value App, which empowers us to implement initiatives that create positive feedback loops, as well as effectively and efficiently track, and report against the TOMs commitments. This tool will allow us to respond to changes in a fast-changing environment and transition from merely complying with your Social Value requirements, to actively guiding and supporting the programme. As members of the Social Value Portal we will generate a monthly Social Value Report which is fully transparent and auditable, as well as a timed action plan, to demonstrate what we have 'earned' against our commitments. We will take on board feedback via steering groups and our 'Client Care' process to identify opportunities to continuously improve.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

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

1. Complying with security requirements and updates to them

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 1.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 1.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the

Deliverables, it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

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

2. Security Standards

- 2.1** The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 2.2** The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 2.2.1 is in accordance with the Law and this Contract;
 - 2.2.2 as a minimum demonstrates Good Industry Practice;
 - 2.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 2.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 2.3** The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 2.4** In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

3. Security Management Plan

3.1 Introduction

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

3.2 Content of the Security Management Plan

- 3.2.1 The Security Management Plan shall:
- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with

access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

3.3 Development of the Security Management Plan

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

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

Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

- 3.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 3.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

3.4 Amendment of the Security Management Plan

- 3.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 3.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
 - a) suggested improvements to the effectiveness of the Security Management Plan;
 - b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
- 3.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 3.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

4. Security breach

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

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

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

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

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

Call-Off Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date,

	whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("**Registers**").

2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission

pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every three (3) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.

5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement

Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the

Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

- 8.1.1 terminate, enter into or vary any Subcontract or licence for any software in connection with the Deliverables; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

- 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

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

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager(s) shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Supplier's Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager(s) in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager(s) by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

Call-Off Schedule 20 (Call-Off Specification)

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

Buyer's ITT and Clarifications Log:



OVERVIEW OF THE BUYER

The Department for Energy Security and Net Zero (DESNZ) is focused on the energy portfolio from the former Department for Business, Energy and Industrial Strategy (BEIS), it is a ministerial department, supported by 14 agencies and public bodies.

Our key responsibilities are:

- delivering security of energy supply.
- ensuring properly functioning energy markets.
- encouraging greater energy efficiency.
- seizing the opportunities of net zero to lead the world in new green industries.

BACKGROUND REQUIREMENT

The UK needs to secure clean, safe, affordable energy to heat and power our homes and businesses. Creating a low carbon and resource efficient world means making major structural changes to the way we work and live, including how we source, manage and use our energy.

Heat in buildings accounts for 23% of total UK greenhouse gas (GHG) emissions, whilst industrial process heat accounts for 14%. Deployment of low carbon heating technologies needs to be accelerated to meet our 2050 net zero and intermediary carbon budgets targets. Replacing natural gas (methane) with hydrogen in all or substantial parts of the gas grid is one option with the potential to make a major contribution to the decarbonisation of heat, but as a novel technology needs work to make it available in time to play a role in reaching net zero.

From 2016-18, BEIS performed an extensive review of evidence and analysis on heat decarbonisation and undertook modelling work to assess the costs and benefits of different pathways. This review identified further work that was needed to explore the options before decisions could be made about the future of heat.

To enable these decisions, further work is needed between now and 2026 to evaluate the safety, technical feasibility, costs, benefits, impacts and barriers of transitioning to hydrogen for heat. The **Hydrogen Heating Programme** aims to gather this evidence.

This Programme is critical to enable us to meet the commitments within the Prime Minister's Ten Point Plan for a Green Industrial Revolution. The Ten Point Plan set out ambitious goals for hydrogen heating trials: supporting industry to begin a neighborhood trial by 2023 and a hydrogen village by 2025, and to set out plans for a possible hydrogen town before the end of the decade.

The Programme also forms a key part of the Heat and Buildings Strategy, and its outputs are needed to enable strategic decisions to be taken on the role of hydrogen for heating in 2026 ahead of a national transition to low carbon heating.

Hydrogen could potentially form a key part of our heat decarbonisation plans in the 2030s and 2040s.

BUYER REQUIREMENT

We require a team of project delivery professionals to support the delivery of the Hydrogen Heating Programme to deliver the following objectives.

Objective 1: Planning - Work with the delivery team/PMO, enabling sub programmes and Gas Distribution Network (GDN) planning providers to enrich the 2024/2025 Hydrogen Heating Programme delivery plan.

The objective is to develop a sufficiently detailed (effort-based) rolling six months forward look for the Hydrogen Heating programme and subprogramme plans.

To enable delivery of this objective it is anticipated there will be a minimum requirement for four (quarterly) tranches of planning activity.

The programme is comprised of 8 sub-programmes, all of which are in flight.

The subprograms include:

- Analysis and strategy
- Markets and Regs
- Network Safety and Impacts (NSI)
- Safety Evidence Assurance Assessment (SEAA)
- System Transformation (ST)
- Town Pilot (TP)
- Consumer Trials (CT)
- End Users (EU)

The overarching focus of the sub-programmes is to collate evidence to inform strategic decisions in 2026. Town Pilot and Consumer Trials specifically focus on developing "proof of concept" locations on hydrogen heating adoption.

Product Breakdown Structures (PBS) and Work Breakdown Structures (WBS) in tracked plans are in place for each sub-programme, with PBS content baselined to the last wave of planning (which covers the period to March 2024 as a minimum).

Two of these subprogrammes (EU and CT) have more mature planning resource embedded within their subprogrammes and the supplier requirement here is to provide a critical friend review of the PBS and forward look plan before milestones are incorporated into the integrated programme plan.

Six of these subprogrammes will require workshopping of new PBS additions, as more is now known from the previous planning wave, effort estimations to refine any WBS to mature the sub-programme plan and then incorporation into the integrated programme plan.

Delivery of the first rolling wave plan update is required before the end of March 2024. With this consideration the delivery of milestones 1 and 2 (see section 7) are expected to have sufficient resources allocated to enable successful delivery in an eight-week window following the contract award.

The supplier is expected to notify the authority of all supplier assumptions and inbound dependency requirements from the authority to enable this delivery within the allotted timeframe.

Delivery of the following activities are expected to enable delivery of Milestones 1 and 2 and will form part of the milestone acceptance criteria to sign off supplier delivery of the milestone (see section 7).

- Review of the tracked Programme and subprogramme plans in the current planning wave to ensure the adequacy of the “live” plan and validate current tracking/gaps.
- Critical Friend reviews of the planning work in the TP and CT subprogrammes, identification of remediations required.
- Workshops with the remaining six subprogrammes and GDNs as required to validate additional product, work and resource breakdown structures to cover the next rolling wave planning period. It is assumed a minimum of two workshops will be required as a minimum for each sub-programme to establish new PBS and WBS additions.
- Capture of effort driven activities and milestones (with milestones levelled following current internal policy) to cover the next rolling wave planning period in Microsoft Project. (by default, this is to maintain a six-month forward look)
- Sign off by all stakeholders on the plans produced by the supplier.
- Validation of enabling plans submitted from Gas Delivery Networks (as required) that have interlocks/enabling milestones or dependencies to or from the Hydrogen Heating Programme Plan.

During the delivery of this work, it is possible other areas of improvement relating to planning may be identified. Findings and recommendations will be discussed with DESNZ, and a decision made on if they are to be included as additional scope. The overarching goal over the four planning waves is to increase the duration of the forward look and promote self sufficiency of the rolling wave planning approach from the subprogrammes and PMO by the end of the contract period.

Constraints:

- The project will be limited to recommendations that can be implemented by the Programme. i.e., broader net zero buildings portfolio processes are out of scope.
- The project will be limited to maintenance of rolling wave planning and not wholesale change to the current process.
- The initial planning wave will have a time constraint based on anticipated procurement timelines.
- No additional scope should be included to planning improvement unless agreed with the authority.

Objective 2: Assurance - Work with the delivery team/PMO to mature the three lines of defence approach on its work including its evidence management quality assurance.

Assurance follows three lines of defence across the programme as a whole and this is also being considered as the practice model to be adopted in the quality assurance strategy relating to all evidence gathered that will inform strategic decisions on the use of Hydrogen in heating in the future.

The specific scope for objective 2 is to review and assess the “as is” assurance model for programme delivery and identify remediations required demonstrating return on investment for any recommended change. Assurance should be pragmatic and proportionate and this needs to be reflected in any recommendations.

In addition, scope will include a review of the quality assurance approach and strategy regarding evidence that is collected and stored in a central evidence management system (EMS), again to ensure assurance is proportionate, pragmatic and does not involve overprocessing.

Based on the findings from your discovery work on the “as is” model, the requirement is to develop a maturity approach and roadmap to implement agreed recommendations. You will also lead the implementation of agreed recommendations in collaboration with the PMO on the EMS quality assurance strategy.

We expect the following activities to be undertaken to enable delivery of this objective.

- A critical Friend review of the Review of the “as is” programme assurance approach (IAAP strategy and delivery of assurance activities across three lines of defence).
- A critical friend review of the “as is” quality management approach for evidence collected and stored in the evidence management system (EMS).
- Define the gap analysis on the overarching programme governance, assurance and quality management processes of all evidence collated in the evidence management System (EMS).
- Define the prioritised delivery roadmap to mature the EMS quality assurance approach and lead on the delivery of any improvements agreed by the authority.

Constraints:

- Recommendations that can be implemented by the Programme on its assurance steps are deemed in scope.
- Wholesale changes to the EMS/supporting platforms are out of scope.
- Changes to the wider clean heat assurance management process is out of scope.

Objective 3: Benefits - Work with the delivery team/PMO to mature the benefits strategy, benefit maps and benefit profiles to ensure proportionality in the collection and reporting of its programme benefits. Scope should also include benefit tolerances/accommodation of optimism bias from perceived benefits from a research and development programme.

Programme Benefits primarily relate to improved knowledge to inform strategic decisions and as such are more qualitative in nature. Benefit maps and profiles have been developed but these will need to be matured and include collection approaches and factoring to ensure optimism bias in any perceived benefits are accounted for.

The scope for objective 3 is to review the current benefit maps, profiles and strategy. Apply wider learnings from the marketplace to ensure the approach we take is optimised and offers

clear transparency in the way we report benefits and feed into any third part evaluation of the programme.

We expect the following activities to be undertaken to enable delivery of this objective.

- Review of the “as is” benefits strategy, maps and profiles.
- Development and presentation of a gap analysis with a timebound remediation action plan
- The supplier will lead on the development of any agreed deliverables relating to benefits then handover to PMO to commence collection.

Constraints:

- Benefits relating directly to the hydrogen heating programme only are in scope.
- Interlocks to wider clean heating benefits should be identified and align with stakeholder needs but the formulation of any benefits approach outside of the programme is out of scope.

Objective 4: Risks- Work with the delivery team/PMO to identify remediations to the risk management approach and implement agreed changes.

The programme has an established risk management process which follows Management of Risk (MoR) and Orange Book principles and adopts a risk centric approach to deliverables.

The scope for Objective 4 is to provide steer on where and how to simplify or add additional value to the risk approach to increase risk maturity and ensure we adopt efficiencies adopting LEAN strategies where processes are overengineered or cumbersome.

We expect the following activities to be undertaken to enable delivery of this objective.

- Review of the “as is” risk management process.
- Identification of prioritised improvements to simplify processes.
- The supplier will lead on implementation of improvement approaches and handover to the BAU for ongoing maintenance.

Constraints:

- Risk processes must align to corporate reporting requirements.
- Where possible risk processes should align to internal PPM tool processes to streamline reporting
- Step change on the risk processes must be accommodated this cannot be a wholesale move to a new approach.

Objective 5 provide a demand management strategy for ad hoc additional drawdown project management work as identified.

It is anticipated there will be ad-hoc requests for project management and a need to offer project management skills to deliver additionally identified improvements stemming from objectives 1-4.

It is imperative we offer value for money on all service offerings and the scope is to establish

a demand management approach including as a minimum:

- Maximum lead times to establish and resource quick turnaround projects identified specifically by the authority or the supplier.
- Funding approaches to the standup and step down of resources on quick turnaround improvement work.
- A standard MI approach to assure delivery of outputs to time, quality and cost.

Constraints

- Some projects may require fast start up and close-down of supplier resource. To represent value for money, this must be billable on time and materials only for the period of usage and not on retention through the contract term.

BASE LOCATION

The base location of where the Services will be carried out are the DESNZ offices at 3-8 Whitehall Place London, SW1A 2EG. However, we do not expect continual office presence.

PAYMENT

Payment will be made on a fixed price basis for specified Deliverables and time and material basis in line with the rate card included the Supplier's bid. This cost will be capped at the total value of the contract at £379,200 exl VAT.

Invoices will be submitted monthly in arrears.

STAFF VETTING, EXPERIENCE AND QUALIFICATIONS

Staff Vetting

Staff working on this contract will require Government baseline personnel security standard clearance. However, we will be willing to wait for the right candidate to go through the required vetting process.

Staffing Experience and Qualification

The programme is complex therefore, we are seeking a highly experienced project lead(s) to oversee the project and lead the work on developing options for improvement. This individual should have 10 or more years' proven experience in successful project and programme delivery and must have previously worked in a similar role advising HMG (Cabinet Office, IPA, OGDs) on complex programmes, ideally with experience in an R&D environment.

The level of expertise or qualification required to deliver outputs and implement the changes recommended would be expected to be a more junior level of resource and the supplier should indicate what level of expertise is needed to deliver the outputs.

KEY MILESTONES

The potential provider should note the following project milestones that the Authority will measure the quality of delivery against. Tolerances have been specified below for Objective 1, which is the Milestone Acceptance Criteria the Authority will measure the quality of delivery against.

During the contract the Authority will instruct work on Objective 2-4, at this point the Authority will define the Milestone Acceptance Criteria for these workstreams, and the providers performance will be measured against these in addition to the tolerance for Objective 1, set out below.

Milestone 1: Review of current plan (wave 0) and define approach and timeline for rolling way planning activities.

- **Milestone Acceptance Criteria**
 - Completed review of existing MSP's, product breakdown structures and work breakdown structures for sub programme plans.
 - Gap analysis on tracking of the plan identified,
 - Remediation plan presented and agreed as part of the next planning wave update.
 - defined approach and timeline to deliver workshops and subsequent wave 1 planning activities.
- Timeframe: Within 2 weeks of contract award

Milestone 2: Rolling wave (wave 1) Plan update 1 delivered and signed off. (Detailed effort driven plans to September 2024)

- **Milestone Acceptance Criteria**
 - Review of the tracked Programme and subprogramme plans in the current planning wave to ensure the adequacy of the "live" plan and validate current tracking/gaps.
 - Critical Friend reviews of the planning work in the TP and CT subprogrammes, identification of remediations required.
 - Workshops with the remaining six subprogrammes and GDNs as required to validate additional product, work and resource breakdown structures to cover the next rolling wave planning period. It is assumed a minimum of two workshops will be required as a minimum for each sub-programme to establish new PBS and WBS additions.
 - Capture of effort driven activities and milestones (with milestones levelled following current internal policy) to cover the next rolling wave planning period in Microsoft Project (by default, this is to maintain a six-month forward look).
 - Sign off by all stakeholders on the plans produced by the supplier.
 - Validation of enabling plans submitted from Gas Delivery Networks (as required) that have interlocks/enabling milestones or dependencies to or from the Hydrogen Heating Programme Plan.
 - Delivery of forward look to September 2024.

- Timeframe: Within 2 months of contract award

**Milestone 3: Rolling wave (wave 2) Plan update 2 delivered and signed off
(Detailed effort driven plans to December 2024)**

- **Milestone Acceptance Criteria**

- Review of the tracked Programme and subprogramme plans in the current planning wave to ensure the adequacy of the “live” plan and validate current tracking/gaps.
- Critical Friend reviews of the planning work in the TP and CT subprogrammes, identification of remediations required.
- Workshops with the remaining six subprogrammes and GDNs as required to validate additional product, work and resource breakdown structures to cover the next rolling wave planning period. It is assumed a minimum of two workshops will be required as a minimum for each sub-programme to establish new PBS and WBS additions.
- Capture of effort driven activities and milestones (with milestones levelled following current internal policy) to cover the next rolling wave planning period in Microsoft Project (by default, this is to maintain a six-month forward look).
- Sign off by all stakeholders on the plans produced by the supplier.
- Validation of enabling plans submitted from Gas Delivery Networks (as required) that have interlocks/enabling milestones or dependencies to or from the Hydrogen Heating Programme Plan.
- Delivery of forward look to December 2024.

- Timeframe: Within 5 months of contract award

**Milestone 4: Rolling wave (wave 3) Plan update 3 delivered and signed off
(Detailed effort driven plans to March 2025)**

- **Milestone Acceptance Criteria**

- Review of the tracked Programme and subprogramme plans in the current planning wave to ensure the adequacy of the “live” plan and validate current tracking/gaps.
- Critical Friend reviews of the planning work in the TP and CT subprogrammes, identification of remediations required.
- Workshops with the remaining six subprogrammes and GDNs as required to validate additional product, work and resource breakdown structures to cover the next rolling wave planning period. It is assumed a minimum of two workshops will be required as a minimum for each sub-programme to establish new PBS and WBS additions.
- Capture of effort driven activities and milestones (with milestones levelled following current internal policy) to cover the next rolling wave planning period in Microsoft Project (by default, this is to maintain a six-month forward look).
- Sign off by all stakeholders on the plans produced by the supplier.
- Validation of enabling plans submitted from Gas Delivery Networks (as required) that have interlocks/enabling milestones or dependencies to or from the Hydrogen Heating Programme Plan.

- Delivery of forward look to March 2025.
- Timeframe: Within 8 months of contract award.

Milestone 5: Rolling wave (wave 4) Plan update 4 delivered and signed off (Detailed effort driven plans to June 2025)

- **Milestone Acceptance Criteria**
 - Review of the tracked Programme and subprogramme plans in the current planning wave to ensure the adequacy of the “live” plan and validate current tracking/gaps.
 - Critical Friend reviews of the planning work in the TP and CT subprogrammes, identification of remediations required.
 - Workshops with the remaining six subprogrammes and GDNs as required to validate additional product, work and resource breakdown structures to cover the next rolling wave planning period. It is assumed a minimum of two workshops will be required as a minimum for each sub-programme to establish new PBS and WBS additions.
 - Capture of effort driven activities and milestones (with milestones levelled following current internal policy) to cover the next rolling wave planning period in Microsoft Project (by default, this is to maintain a six-month forward look).
 - Sign off by all stakeholders on the plans produced by the supplier.
 - Validation of enabling plans submitted from Gas Delivery Networks (as required) that have interlocks/enabling milestones or dependencies to or from the Hydrogen Heating Programme Plan.
 - Delivery of forward look to June 2025.
- Timeframe: Within 11 months of contract award.

BUYER’S RESPONSIBILITIES

Role of Hydrogen Heating Team PMO:

1. Oversee the work of the Supplier acting as a single point of contact with the wider team.
2. Participate/ engage in knowledge share and transfer.
3. Evaluate deliverables, provide feedback and routes for approval where necessary.
4. Risk ownership of authority owned risks linked to supplier deliverables as identified in review meetings.
5. Contract management review the performance of the contract, manage any contract issues, and approve invoices/payments.

REPORTING

Reporting regimes will be agreed by assignment. However, the successful supplier will issue a written report at fortnightly review meetings (as specified in Framework Schedule 6 (Order Form and Call-Off Schedules)) which should at a minimum include, spend to date, delivery of projects under review and in progress, timelines, risk and issues.

DEFINITIONS AND ACRONYMS

N/A

Buyer's environmental policy:

