



Crown
Commercial
Service

HER MAJESTY’S TREASURY (HMT)

- and -

RISKWIZE LIMITED (TRADING AS “ESSENTIALSKILLZ”)

**ANNEXES
relating to
HEALTH AND SAFETY E-LEARNING TRAINING
CCZP16A24**

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ANNEX 1 – TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter;
“Award Letter”	means the letter (including the Annexes thereto) from the Customer to the Supplier via the e-Sourcing Suite at the point of award;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">(a) Government Department;(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(c) Non-Ministerial Department; or(d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;

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

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

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

2 BASIS OF AGREEMENT

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer, within 7 days of the date of the award letter, of a copy of the Award Letter countersigned by the Supplier.

3 SUPPLY OF SERVICES

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

4 TERM

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

5 CHARGES, PAYMENT AND RECOVERY OF SUMS DUE

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

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the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 PREMISES AND EQUIPMENT

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

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Supplier or any Staff, other than fair wear and tear.

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

7 STAFF AND KEY PERSONNEL

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

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replaced and be suitable for the responsibilities of that person in relation to the Services.

8 ASSIGNMENT AND SUB-CONTRACTING

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer or the respective owner of such intellectual property rights but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
 - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

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

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

10 GOVERNANCE AND RECORDS

- 10.1 The Supplier shall:

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

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

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

11 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

- 11.1 Subject to clause 11.2, each Party shall:

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

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

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

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

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

11.2.3 on a confidential basis, to its professional advisers;

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

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

11.2.6 where the receiving Party is the Customer:

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

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

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 FREEDOM OF INFORMATION

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the

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

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

13 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA

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

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

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

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

13.2.3 promptly notify the Customer of:

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

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

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

14 LIABILITY

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

- 14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise

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shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 FORCE MAJEURE

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

16 TERMINATION

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

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

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

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

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

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

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent

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- amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.
- 17 COMPLIANCE**
- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
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17.5.2 section 182 of the Finance Act 1989.

18 PREVENTION OF FRAUD AND CORRUPTION

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 DISPUTE RESOLUTION

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 GENERAL

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings

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between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 NOTICES

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

22 GOVERNING LAW AND JURISDICTION

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

ANNEX 2 – PRICE SCHEDULE

1. The Requirements in Table A will constitute the Capped Price for the purposes of the contract. The Capped Price is based on Rolling Licence Costs for Years 1 and 2 (equivalent to 2600 licences- 1300 licences per annum x 2 years) plus initial Set up Costs and Integration Costs (if these are applicable or necessary). All other costs (e.g. Technical Support, Project & Account Management etc.) for this contract are reflected within the licence costs unless specifically stated below.
2. Table B is additional to the Capped Price and if necessary will be used by the Authority to inform potential future business decisions and options.
3. Details of the costs of Additional Licences, should they be required, are at Table C to inform potential future business decisions and options. These are additional to the Capped Price.
4. Please note that if the volume of 1300 licences per annum required is not met then the Authority will pay pro rata based on the number of licences below this figure.
5. Prices to remain firm for the life of the contract, including any extension options
6. Prices exclude VAT.

Table A: Pricing Table

Requirement	Price (£)	Discount (£)	Total Price (£)
1. Year 1 and 2 Rolling Licence Costs	REDACTED	REDACTED	REDACTED
2. Integration Costs with LMS Provider	REDACTED	REDACTED	REDACTED
3. Set Up Costs (e.g. Design of Courses)	REDACTED	REDACTED	REDACTED
Total Capped Price			20,995 REDACTED

Table B: Optional Additional Charges

Requirement	Price (£)	Discount (£)	Total Price (£)
Blended Day Rate for Design of New Courses	REDACTED	REDACTED	REDACTED

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Table C: Cost of Optional Additional Licences

Volume	Unit Price (£)	Discount Rate	Total Price Per Unit (£)
1-100 licences	REDACTED	REDACTED	REDACTED
101-200 licences	REDACTED	REDACTED	REDACTED
200-300 licences	REDACTED	REDACTED	REDACTED
300-400 licences	REDACTED	REDACTED	REDACTED
500 licences +	REDACTED	REDACTED	REDACTED

ANNEX 3 – STATEMENT OF REQUIREMENT

1. PURPOSE

- 1.1 The purpose of this procurement is to supply the Authority with online Health and Safety e-learning packages within the current Health and Safety statutory regulations which its staff and agency staff can complete on an as required basis. The packages should have the potential to be branded by the Authority and to be hosted within the Authority's Learning Management System provided by an external party. The Authority's agencies will also require access to the e-learning via an internet link if they do not have access to the Authority's Learning Management System.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Authority is the United Kingdom's economics and finance ministry responsible for formulating and implementing the Government's financial and economic policy. Its staff are based across two sites within the UK: the majority of staff work in the Authority's Central London headquarters, and a small number of the Corporate Services staff are based in Norwich.

The Authority provide corporate services to approximately 1,250 people which includes core Treasury and other agencies and arms-length bodies.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 Health and Safety legislation requires employers to provide information and training to their employees to ensure their safety whilst at work and prevent them from the risk of harm occurring due to the work activity. The Authority therefore must be able to provide Display Screen Equipment information and risk assessment, New and Expectant Mothers information and risk assessment and Fire Warden training to its employees.
- 3.2 The Authority requires a provision to ensure its employees have appropriate training and risk assessment in order to reduce the risk of the relevant activity causing harm and to ensure legal obligations are met.

4. DEFINITIONS

Expression or Acronym	Definition
DSE	Means Display Screen Equipment.
CSV	Means Comma Separated Value

5. SCOPE OF REQUIREMENT

- 5.1 The requirement is to appoint a supplier to provide an online Health and Safety e-learning and risk assessment service for employees to be accessed via the Authority's Learning Management System. The provision must be accessible via Internet Explorer and Chrome version 11 and without any additional software extensions to the browser. The format will need to be an output of an authoring tool e.g. SCORM Package.

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- 5.2 The Learning Management System provider is likely to change within the next 12-18 months so it's possible that a new supplier will be appointed, subsequently e-learning must be accessible via any new systems.
- 5.3 The provision must include Display Screen Equipment e-learning and User Checklist (risk assessment); Home Workers e-learning and checklist based on DSE principles; New and Expectant Mothers e-learning and checklist to be completed at each trimester; Fire Wardens e-learning providing information relating to fire safety awareness and actions to take in an emergency evacuation of the building. The provision must include the maintenance of products and materials both for content updates and continuous improvement.
- 5.4 There must also be the option to include the provision of other e-learning e.g. Introduction to Health and Safety, Stress Awareness, Preventing Slips, Trips and Falls, Manual Handling.
- 5.5 The Contract will initially be awarded to provide a service to the Authority, including the following agencies and arms-length bodies - UK Financial Investments (UKFI); Office for Budget Responsibility (OBR). The current headcount totals approx. 1,250 but this may increase over the coming months. **We should therefore allow for 1,300 staff in total to use the System with the capability to increase or decrease this number as needs be.**
- 5.6 Our requirement is for online e-learning packages which the Authority's staff and agencies can complete on an as required basis within the current statutory regulations. The DSE e-learning must provide a risk assessment tool to help solve DSE related issues locally but with the ability to flag up more serious risk issues by alerting the central Authority's Health, Safety and Wellbeing Team. It must give employees instructions on the optimal set up for their computer workstation (particularly with the use of laptops), desk and chair in line with legislation. It must also provide information regarding workstation breaks, workstation stretching exercises and eyesight testing arrangements. It must also provide information which will give an increased awareness of DSE related hazards and how to avoid them and also focus on the use of mobile equipment e.g. smart phones, tablets and laptops. The package must also allow customisation to include business-specific questions and information.
- 5.7 A similar module is required to provide training and risk assessment for Home Workers based on DSE principles.
- 5.8 A New and Expectant Mothers e-learning module will include information and risk assessment i.e. physical risks and working conditions to ensure risks are identified and controlled in line with Health and Safety legislation as well as HR required information. Risk assessment must be completed at each trimester. The Authority will agree the e-learning content with the Supplier.
- 5.9 A bespoke e-learning package is required for Fire Wardens training to give them the basic knowledge of fire safety awareness, information regarding fire extinguishers, when and how to use them and specific detail on the role they must carry out in the Authority's building. The Fire Wardens e-learning must always reflect this level of detail in order to remain compliant with the Regulatory Reform (Fire Safety) Order 2005.

- 5.10 E-Learning packages need to be interactive with the ability to test the individuals understanding of what has been taught e.g. a 75-80% pass mark must be met by the individual. A completion certificate should be available for the user.
- 5.11 All e-learning packages must be accessible to those with special needs.
- 5.12 All packages must have the ability to archive users training records and retrieve those records as and when required.
- 5.13 Management Information must be available at least monthly or when needed to provide detailed reports on completion rates and causes of concern as required.
- 5.14 The e-learning solution must be able to provide, to a central HR function, the outcomes or actions as a consequence of a user undertaking the e-learning e.g. follow up actions.
- 5.15 In order to ensure a smooth transition, the provider must work with the Authority's IT department and Learning Management System supplier and any incumbent e-learning supplier.

6. KEY MILESTONES

- 6.1 The Contract must be available to go live in line with the Authority's direction post contract award. This is anticipated to be no later than 10 February 2017.
- 6.2 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Development of bespoke content implemented for testing	Within week 2 of Contract Award
2	Finalise course content available	Within week 3 of Contract Award
3	Integration with existing learning management system	Within week 4 of Contract Award
4	e-learning available for use by the Authority's employees.	Within week 6 of Contract Award

7. AUTHORITY'S RESPONSIBILITIES

- 7.1 The Authority will sign-off on course content and undertake assessment of the proposed solution before going live.

8. REPORTING

- 8.1 Historical data to be transferred from the incumbent supplier to the new Supplier. This will be available in Comma Separated Value (CSV) format.
- 8.2 The provision must allow the e-learning to be completed and details to be reported to the Treasury Learning Portal to allow the detail to be exported to Excel format. The detail will include names of those completing each package, date of completion, frequency, usage, pass rates, date next due to complete, if concerns were identified, if packages have been completed or in progress, what Treasury Group they belong to.

8.3 Reports must include detail of concerns raised by the user, summarise follow up actions and keep a record on file for audit trail purposes.

9. VOLUMES

9.1 Approximately 1,300 employees must be able to use the system to complete their e-learning. The System must be able to increase or decrease the number of user subscriptions as needed.

10. CONTINUOUS IMPROVEMENT

10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

10.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.

10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. QUALITY

11.1 Proposals should give examples of where suppliers have successfully worked with a similar client group in the past. Responses should also set out how suppliers propose to monitor the quality of the design and delivery of the system as well as demonstrate the reliability, validity, suitability and relevance of the system to the needs of the Authority.

12. STAFF AND CUSTOMER SERVICE

12.1 The Authority requires the Supplier to provide a sufficient level of resource throughout the duration of the Health and Safety e-Learning Contract in order to consistently deliver a quality service to all Parties.

12.2 Supplier's staff assigned to the Health and Safety e-Learning Contract shall have the relevant qualifications and experience to deliver the Contract.

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

12.4 Customer service must be provided by telephone and email.

13. SERVICE LEVELS AND PERFORMANCE

13.1 The Authority will measure the quality of the Supplier's delivery by:

13.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
#1	Access to the solution	Services on-line between 08:00-20:00 hours Mon-Fri excluding Bank Holidays.	100%

#2	Ad hoc reports	Provision of ad hoc reports within 3 working days of request.	95%
#3	Package developments	Responding to and rolling-out changes to the e-learning content within 5 working days of request.	95%
#4	Customer Service/technical support	Customer service to respond within 24 hours should a query be raised.	100%

- 13.2 In the event that there are two or more rolling periods of the potential suppliers' standards falling below the service level and performance required, the Supplier will be required to develop, manage and implement a service improvement plan, which will be reported against to the Authority.
- 13.3 In the event of inadequate supplier performance, refer to Appendix C Terms and Conditions of Contract for Services, Clause 16.
- 13.4 At contract end any historical data held by the Supplier must be extracted and exported into an industry standard CSV to the Authority to enable it to be incorporated into any new e-Learning systems or the Treasury's Learning Management System. The Supplier must comply with Health and Safety legislation, data should be retained for 6 years, refer to appendix C, clause 10.
- 13.5 At the end of the retention period, copies of any personal data relating to the Authority users should be reviewed and deleted in compliance with the Data Protection Act and the Official Secrets Acts 1911 to 1989.

14. SECURITY REQUIREMENTS

- 15.1 Suppliers must have appropriate IT, physical, personnel and procedural security measures in place to prevent any unauthorised access to, or leakage of, data collected as part of the training, and to prevent it being shared with any unauthorised third parties. Potential Providers should state whether they hold any relevant independent security-related certification or accreditation (i.e. such as ISO27001) and, where they have, provide documentary evidence of that certification or accreditation, setting out very clearly why it is relevant to this requirement.

15.1.1 IT Security

Any IT systems used by the supplier to meet the Authority requirement must comply with the technical requirements prescribed by "Cyber Essentials". This can either be through the Potential Provider having a current and valid cyber essentials certificate awarded by one of the government approved Cyber Essentials accreditation bodies within the last 12 months (see: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>) or by being able to explain in detail how they comply with the relevant technical requirements of Cyber Essentials, which can be found here:

<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

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In supplying information of the IT Security measures they have in place, Potential Providers should include confirmation whether any IT systems that they would deploy to meet any part of the requirement would be subjected to periodic independent penetration testing and, if so, set out their policy in relation to both the frequency of such testing and in relation to applying remediation actions in response to any vulnerabilities identified in the penetration testing.

15.1.2 **Physical Security**

On physical security, Potential Provider are expected to have appropriate physical security measures in place in any data centres used to host the Authority's data and should describe in detail what those measures are.

15.1.3 **Personnel Security**

In describing the personnel security measures they have in place, Potential Providers should say what pre-employment checks they subject their staff to and confirm whether those checks are at least equivalent to the [Government Baseline Personnel Security Standard](#).

14.2 Suppliers are requested to set out how their proposed solution complies with control measures numbered 3 to 15 inclusive of [CESG's 15 Good practice measures related to Protecting Bulk Personal Data](#), and to note that they may be asked to re-confirm compliance with these measures periodically during the life of the contract.

14.3 Full compliance with the [Data Protection Act \(DPA\) 1998](#) is essential, with the Authority being the Data Controller and the Supplier being the Data Processor. The Authority's preference is that the Supplier would be able to host the data entirely within the UK, and supported entirely by UK based system admin staff, but would consider hosting with the European Economic Area (EEA) as long as the Supplier is able to provide assurances that all other security requirements can be met, and subject to compliance with the Data Protection Act. Where a Potential Provider is considering proposing a solution in which part of the solution is either (a) hosted outside the UK or (b) supported by system administrator staff based outside the UK, the countries involved must be clearly stated.

15. **INTELLECTUAL PROPERTY RIGHTS (IPR)**

15.1 Refer to Appendix C, Clause 9.

16. **ADDITIONAL INFORMATION**

16.1 The contract is required to run for 2 years with the option to extend for up to a further 2 years (2+1+1).

17. **LOCATION**

17.1 The location of the Services will be carried out at the Supplier's premises. The service must be available via the internet.



ANNEX 4 – SUPPLIERS RESPONSE

REDACTED

ANNEX 5 – CLARIFICATIONS

Email exchange between Crown Commercial Service and RiskWize Limited on 06 January 2017.

Question from Crown Commercial service	Response from RiskWize Limited
I'd be grateful if you could explain the relationship between Risk Wize Limited and EssentialSkillz by the 15.00 today. The proposal you have tendered is under the name of Risk Wize Limited but the whole of the tender response references EssentialSkillz.	RiskWize Ltd is the company name and we trade as EssentialSkillz.



ANNEX 6 – ADDITIONAL TERMS & CONDITIONS

Not Applicable

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ANNEX 7 – CHANGE CONTROL FORMS

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

Contract Name:

Contract Ref. No.

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

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

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



Change

Management Process

Change Control Process map:

CUSTOMER CHANGE NOTICE (CCN)

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

Initiated by:

[name/ job title/ organisation]

CCN Reference:

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

Source of change:

[Customer/ CCS/ Supplier]

Date CCN
Raised by
relevant
party:

STAGE 1 - CUSTOMER

Summary of proposals/
requirements

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

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

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

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Proposed payment:	<i>[lump sum/ ongoing payments]</i>		
Required delivery date, with rationale:	<i>[specify if there is a critical deadline by which the change needs to be complete (e.g. specific event such as a scheduled date for opening of a new office or government committee date)]</i>		
Change authorised to proceed to Stage 2 (Customer organisation representative)			
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative):			
	Signature	Print Name & Position	Date

STAGE 2 – SUPPLIER

Comments/ Caveats on requested change

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

CAPITAL / IMPLEMENTATION COST

Labour	
Materials	
Other Costs	
TOTAL:	

REVENUE COSTS (per annum)

	Contract Base Rate	Current Contract Rate
Breakdown		
TOTAL		

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

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

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

Anticipated implementation period, if any

Signed (**Supplier Representative**)
:

Print Name & Position:

Date:

Change authorised to proceed to Stage 4 (CCS):

Signature

Print Name & Position

Date

STAGE 3 - CLARIFICATIONS

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

Clarifications/ queries to supplier regarding their proposals:

Date:

Supplier Response

Date:

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

CCN Withdrawn:

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

Signed
(Customer
Representative

Print Name & Position

Date:

Change
authorised to
proceed to
implementation
(CCS):

Signature

Print Name & Position

Date:

STAGE 5 - CCN COMPLETION SIGN-OFF

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

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

Date Signed
by Customer:

Signed
(Customer
representative)

Print Name &
Position

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

Contract Name:	XXXX	Contract Ref. No.	XXXX [Insert CCN Change Number]
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[This is a template format for a Change Control Form, to be used for initiation and management of contract changes from change initiation to sign off. The change details and progress should be also captured in the central Change Control Register (#9). The form headings correlate to key stages in the change approval process. Not all the information listed under each stage will necessarily be needed for every contract and the content may need to be supplemented with contract-specific provisions. However all the stages need to be filled in and signed off before the change is regarded as complete.

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

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


 Change Management Process

Change Control Process map:

CLIENT CHANGE NOTICE (CCN)

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

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

STAGE 1 - CLIENT

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

Proposed payment:	In line with the Terms and Conditions of Contract		
Required delivery date, with rationale:	<i>[Contract current expiry date]</i>		
Change authorised to proceed to Stage 2 (Customer organisation representative):	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Signature	Print Name & Position	Date
Change authorised to proceed to Stage 2 (CCS representative)	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Signature	Print Name & Position	Date
<u>STAGE 2 – SUPPLIER</u>			
Comments/ caveats on requested change:	<i>[e.g. proposed implementation route; conditions of delivery]</i>		
ABORTIVE COSTS :	<i>[Cost incurred if CCN is withdrawn. Delete this row if no abortive costs can be expected (e.g. supplier is unlikely to incur professional fees in costing and submitting a costed proposal)]</i>		
<i>NB: Any abortive costs to be discussed with the client before being incurred</i>			
Anticipated period from CCN being authorised by client to start of related provision	<input type="text"/>		
[Supplier name, as appears in the contract] confirms that the costs identified above are the agreed figures that will be payable on CCN implementation			

Signed (**Supplier Representative**):

Print Name & Position:

Date:

STAGE 3 – CLARIFICATIONS

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

Clarification/ queries to
to supplier regarding
their proposals:

Date:

Supplier response

Date:

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

Variation Withdrawn

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

Signed
**(Customer
Representative)**

Signature

Print Name & Position

Date

Change
authorised to
proceed to
implementation
(CCS):

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Signature	Print Name & Position	Date

STAGE 5 - CCN COMPLETION SIGN-OFF

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

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

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

Date Signed by Customer:

Signed **(Customer representative)**:

Print Name & Position