

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

Order Form

CALL-OFF REFERENCE: SR1084592242

THE BUYER: HM Revenue & Customs

BUYER ADDRESS 100 Parliament Street, London, SW1A 2BQ

THE SUPPLIER: KPMG LLP

SUPPLIER ADDRESS: 15 Canada Square, London, E14 5GL

REGISTRATION NUMBER: OC301540

DUNS NUMBER: 42-391-6167

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 21 December 2022.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Learning Transformation Partner Services.

CALL-OFF LOT(S): Lot 5 HR

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) - Appended
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)

- Joint Schedule 11 (Processing Data) - Appended

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details) - Appended
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) - Appended
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels) - Appended
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification) - Appended
 - Call-Off Schedule 23 (HMRC Terms)
4. CCS Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility)
 6. Call-Off Schedule 4 (Call-Off Tender) Appended 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

[REDACTED]

Call-off start date: 09/01/2023

Call-off expiry date: 08/10/2023

Extension (Optional): Maximum Call-Off Extension Period: 9 months

Minimum written notice to Supplier in respect of extension: 30 days

Call-off deliverables:

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

The principles associated with the how the support will be provided and the outcomes to be supported by the Supplier are set out in the Supplier Proposal (Call-Off Schedule 4 – Call Off Tender).

Security

Short form security requirements apply.

Security Management Plan included in Call Off Schedule 9 - Security.

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: [REDACTED]

Call-off charges

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

As detailed in the Charging Schedule referred to above, the fixed cost for delivery of the Statement of Work is [REDACTED]

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)

Statements of Work

The requirements, timescales and payment milestones required for each stage shall be captured and agreed within a Statement of Works (SoW) package.

For SoWs required under the auspices of this Call-Off Contract, the following process will be used:

HMRC will make a request in writing to the Supplier to provide a proposal using the SoW format included within Schedule 20 Annex B. The request will include a specification of requirements detailing the work needed, the outcomes required, and the date the Supplier's SoW proposal is required by.

The Supplier shall review and return the SoW proposal to HMRC, which will include a costed project plan of the milestones needed to deliver the outcomes.

Upon receipt, HMRC will review the SoW proposal and reserves the right to request any changes to the SoW proposal as may be required to ensure the required outcomes will be delivered to HMRC's satisfaction.

Once the final SoW proposal has been agreed and the final SoW form has been signed by a duly authorised representative from both parties, the deliverables contained within the SoW will form part of the contract deliverables.

The Supplier shall deliver the requirements as agreed within individual SoW packages which have been signed and approved by duly authorised representatives from both parties.

Any minor amendments required to the operational delivery of deliverables within the SoW, once agreed in writing by duly authorised representatives of both parties, will also form part of the contract deliverables.

The award of this call-off contract does not guarantee a minimum amount of work during the contract period beyond the initial SoW. Only deliverables contained within a SoW that is agreed and signed by duly authorised representatives from both parties will form committed deliverables under the contract.

No commitment is given to the total value of work that may be commissioned under this contract.

Reimbursable expenses

Given that most of the work should be able to be completed at HMRC's primary location (Manchester) and at the Suppliers own premises, additional Travel and Subsistence expenses will not be paid

Should excessive requests be made of the Supplier to travel to other HMRC sites then Travel and Subsistence expenses will only be paid with the prior agreement of the HMRC Work Manager.

Any expenses agreed to by the HMRC Works Manager must be in compliance with HMRC travel & subsistence policy, which will be provided at the time of the request.

Payment method

HMRC operates with the SAP Ariba Buying and Invoicing platform internally badged as myBUY, therefore the Supplier will be obliged to receive Purchase Orders from and transact invoices back to HMRC over the Ariba network.

Buyer's invoice address

N/A

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[REDACTED]

Buyer's security policy

HMRC Security Plan Questionnaire to be Appended at Call-Off Schedule 9

Supplier's authorised representative

[REDACTED]

Supplier's contract manager:

[REDACTED]

Progress report frequency

Weekly - Mechanics to be agreed at Mobilisation meeting

Progress meeting frequency

Weekly – Mechanics to be agreed at Mobilisation meeting

Key staff

Key staff specific to delivery of the supplier proposal are detailed in Schedule 4 (Call Off Tender)

Key subcontractor(s)

Not Applicable

Service credits

Not Applicable

Additional insurances

Not applicable

Guarantee

Not Applicable

Buyer's environmental and social value policy

HMRC Sustainable Procurement Strategy available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/310632/HMRC_Sustainable_Procurement_Strategy.pdf

HMRC complies with the requirements outlined in the Social Value Model, introduced under PPN 06/20

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) and report on the Social Value KPIs included in Call Off Schedule 14 (Service Levels).

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.

For and on behalf of the Supplier:

Signature:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature:

Name:

Role:

Date:

Appended Call-Off Schedules

Call-Off Schedule 4 (Call Off Tender)

Supplier Responses Extracted from Ariba eSourcing Portal

[REDACTED]

Call-Off Schedule 5 (Pricing Details)

The applicable charging method(s) is:

- Fixed Price

Upon agreement from both the Buyer and Supplier, the Buyer reserves the right to move to a T&M arrangement.

As detailed in the Supplier Pricing Schedule, the fixed cost for delivery of the initial Statement of Work is [REDACTED]

The maximum aggregated value for the whole Contract term (irrespective of charging method is £500,000.

The charging principles for this Call Off Contract can be found in the Charging Model embedded below as provided by the Supplier as part of the Tender response.

The services will be delivered via monthly amounts, based on the discounted day rates provided on the Suppliers Rate Card and an agreed resourcing profile as provided in the Suppliers Pricing Schedule.

Prior to invoicing, acceptance and approval must be sought from the Buyer's employee responsible for managing and approving the work.

The Supplier invoice must: (a) include all appropriate references and other details reasonably requested by the Buyer. (b) include a detailed breakdown of Delivered Deliverables and Milestones.

No commitment is given to the extent as to which further work will be commissioned from this Call Off Order Form following the initial 9-month term.

The charging principles, which will be based on the Supplier's Rate Card and may be on either a Fixed Price or Capped Time and Materials basis including the additional expected investment approach, shall be used to determine the charges for any subsequent work and will require approval via the Buyer's internal governance processes and confirmation with the Supplier through the formal contract variation process.

Supplier Pricing Schedule

[REDACTED]

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 as updated from time to time.</p>

2. Complying with security requirements and updates to them

- 2.1 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.
- 2.2 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.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

- 2.4** 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.
- 2.5** 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.

3. Security Standards

- 3.1** 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.
- 3.2** The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3** 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.
- 3.4** 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.

4. Security Management Plan

4.1 Introduction

- 4.1.1 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.

4.2 Content of the Security Management Plan

- 4.2.1 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.

4.3 Development of the Security Management Plan

- 4.3.1 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.
- 4.3.2 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.

- 4.3.3 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.
- 4.3.4 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.

4.4 Amendment of the Security Management Plan

- 4.4.1 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.
- 4.4.2 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.
- 4.4.3 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.

- 4.4.4 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.

5. Security breach

5.1 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.

5.2 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:

5.2.1 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.

5.3 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 14 (Service Levels)

1. Definitions

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.a.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.a.2 instruct the Supplier to comply with the Rectification Plan Process;

2. Service Credits

N/A

Annex A to Part A: Key Performance Indicators

Key Performance Indicators

To be agreed and baselined between HMRC and Supplier:

KPI	Description
Timeliness	Min 90% of milestones/deliverables agreed at the outset on time (unless variations mutually agreed or milestones not achievable for reasons beyond control of supplier)
Reporting	Min 90% fortnightly reports to programme senior leadership team on time and of prior agreed quality and active monitoring and reporting on contracts risks (contract related such as change of scope and supplier related such as resource issues)
Value	A measurable increase in programme benefits and/or delivery speed against baseline (baseline to be agreed at outset).
Delivery	To agreed quality standards agreed at outset and defined in acceptance criteria.
Stakeholder Feedback	Positive stakeholder feedback (which may include a minimum net promoter score or equivalent of 7/10) against pre-agreed criteria.

Social Value

[REDACTED]

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

- 4.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

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.

Background

HM Revenue & Customs (HMRC) is one of the UK's largest organisations, with approximately 60,000 full time equivalent people. Almost every individual and business in the UK is a direct customer of HMRC.

HMRC is an effective, efficient, and impartial tax and payment authority with the vital purposes of:

- Collecting the money that pays for the UK's public services and help families and individuals with targeted financial support.
- Helping the honest majority to get their tax right and make it hard for the dishonest minority to cheat the system.
- Collecting over £500 billion a year in revenue from 45 million individuals and 4.9 million business customers.
- Playing a key role in enforcing UK Border Controls and national minimum wage levels, administering environmental taxes and recovering student loans.

HMRC's strategic objectives are to:

- Collect Revenues due and bear down on avoidance and evasion.
- Transform tax and payments for our customers.
- Design and deliver a professional, efficient, and engaged organisation.
- Make HMRC a great place to work.

Our HMRC-level ambition stated through the strategic objectives is significant, and requires a workforce which is adaptable, resilient, confident and capable to meet current and future demands. How well HMRC collectively enables learning and development – defined inclusive of technical/professional skills, leadership and management, and behaviours - for now and for the future, will be intrinsic to our success.

1. Programme Background

1.1. HMRC's Learning Transformation is an enterprise level four-five-year change programme with an emphasis on enabling a culture of continuous learning

and building a sustainable learning operating model for the future whilst seizing early opportunities to tackle some of what's important to the business and learners today.

- 1.2. Whilst this requirement relates to our Learning Transformation Programme, the outputs and deliverables will also support HMRC's Strategic Workforce Transformation Programme (SWTP), a related enterprise level change programme also with an emphasis on skills. SWTP was initiated to address Executive Committee (ExCom) level workforce risks, specifically capacity and capability, linking to HMRC's most pressing business problems in relation to strategic workforce planning and career management. SWTP aims to address the challenges impacting organisational resilience and develop organisational capabilities to plan and define the future workforce needed to achieve the Department's strategy, and by doing so, improve capability, capacity, productivity and performance.
- 1.3. The Learning Transformation Programme (LTP) was initiated in November 2021 following an ExCom request to understand the 'as is' for Learning. An initial Discovery exercise in 2021 captured the current state of learning and these new insights informed the case for change. This exercise, which was supplemented with a further Discovery exercise in early 2022, identified a baseline spend on learning across the organisation of circa £104m per annum.
- 1.4. Through discovery, we identified problems with the current learning operating model and landscape which include duplication (of effort, content, systems), fragmentation, mixed employee experience (learning is often difficult to find and access), value for money & impact of learning not routinely monitored and limited alignment of learning with strategic objectives at an enterprise level.
- 1.5. Discovery activity and data captured to date includes the following – HMRC wide annual spend on learning (over £100m), number of FTE working in learning roles (approx. 1300 FTE across many different and disparate business groups and functions), number and type of learning technologies (over 100 technologies), % of content in systems accessed (9%), breakdown/profile of external vendor spend and some qualitative data on perceptions of quality of learning. From the data we also identified the problem statements articulated above (para 1.4)
- 1.6. Our ambition is to develop an approach and federated learning operating model which supports the development of HMRC critical capabilities in a holistic way – which genuinely builds capability, ensures learning is designed or delivered once and well, has a strong underpinning in skills, and links learning to careers. Our aspiration is for a model which empowers learners to

own and pull their own development whilst at the same time ensuring a strong link between learning and business performance and professional standards. A model which brings together the efforts of disparate functions & professions currently responsible for developing critical HMRC capabilities in a more joined-up, efficient and cohesive way.

1.7. A key objective is how we make our investment in learning (time, money, effort) work hardest for both HMRC and for our people (developing their capabilities and careers, with a great experience aligned to Great Place to Work (GPTW) to achieve our Strategic Objectives and core purpose.

1.8. Our ambition for Learning, expressed through GPTW is as follows:

- **Supports HMRC in achieving its organisational goals and purpose;** meeting strategic objectives, living our values and commitments, unlocking talent and potential and making it a Great Place to Work.
- **Supports HMRC and our people in a rapidly changing world** and environment, keeping pace and becoming a genuine learning organisation.

1.9. What it will look like to bring this to life is described in an extract from a LTP ExCom report from September 2022 (Annex 1).

1.10. There are approximately 50 people working in the Learning Transformation Programme as part of a multi-disciplinary team. This includes the following mix of capability and expertise: learning, programme and project management, benefits management, commercial, finance, organisation design and development, data, operational excellence, business architecture, business analysis, change management, communications and engagement.

1.11. Since the programme commenced in November 2021 and data baselined, our focus has been on setting ourselves up for success through building the programme capabilities, architecture, governance, team and delivery plans. There is a dedicated lead and team supporting each of the four workstrands (Learning Operating Model, Learning Framework, Learning Technology Eco-system and Early Innovation.) To note in terms of our current position (not exhaustive):

- Discovery phases 1 and 2 complete and data baselined (Spend, FTE, learning technology on estate, learning content utilised).
- Business case signed off and phase 1 funding secured (to circa June/July 2023). There is a requirement to return to Investment Board in February/March 2023 to secure funding for subsequent phases.
- Early innovation agile squad set up and five early innovation opportunities / pilots agreed (including core mandatory learning).

- Breakdown and opportunities assessments of vendor spend and learning technology spend.
- Benefits plan baselined.
- Design principles and high-level vision of future for future learning operating model and framework developed.
- Transition principles agreed for learning technology eco-system (i.e. maximise what we already have before bringing new tech on to the estate).
- Future learning funding model options produced.
- Requirements gathering for Learning Experience Platform underway.
- Stakeholder engagement at all levels (including ExCom) – mostly regarding launch of programme with some design workshops.
- Establishment of an enterprise learning leadership group to support and champion programme with SCS1/2 level representation from all business groups.
- Discrete projects within the programme have commenced including learning evaluation and mandatory learning.
- Dimensions of a Learning Organisation Questionnaire (DLQQ) planned for 20% sample of organisation in November 2022.

2. Programme Scope

2.1. The programme scope is as follows. Please note that we expect our partner to be predominantly focused on the Federated Learning Operating Model and Learning Framework although there are some deliverables relating to other workstreams or which are cross-cutting – such as a critical review of our benefits plan/profile or the production of a phase 2 resources plan taking account of all workstreams (see Annex 2 for a breakdown of expected deliverables).

- **Learning Framework** – HMRC's current Learning Framework lacks cohesion; there is duplication, fragmentation, learning does not consistently map to careers or standards and colleagues can find it difficult to find learning relevant to their role. There is a plethora of learning content – of which only 9% is accessed. Whilst Business Groups have capability plans, we do not have an enterprise-wide Learning and Capability Strategy articulating capability priorities and how we will develop them. In addition to Business Groups there are 27 professions across Government, most of which exist with

HMRC. HMRC 'own' the tax and operational delivery profession. Learning developed by the professions is predominantly focused on the development of capability and careers of individuals within that profession, our ambition is to better leverage the professions to support the wider development of colleagues across HMRC in line with strategic priorities where appropriate. For example, digital and tax are two business critical capabilities for HMRC. All colleagues need some level of digital skills and tax knowledge – but this isn't currently or serviced or supported by our operating model or learning framework.

This workstream is about bringing cohesion to our Learning Framework underpinned by a HMRC Learning and Capability Strategy which enables us to be clear on the skills we have, the skills we need and a plan to close the gap as well as our core, critical capabilities essential to delivering our core purpose now and in the future. The Learning Framework is about how we enable and organise HMRC's learning offer inclusive of core (for example power or soft skills such as communication), technical/professional learning (for example project management), leadership and management development and behaviours so that it is cohesive, accessible and of high quality – and designed / delivered once and well. It must take account of the curriculum and content developed by [Government Skill and Curriculum Unit \(GSCU\)](#) and through the cross government [professions](#). A modular learning framework which incorporates learning from GSCU, Professions and HMRC bespoke is our direction of travel. Our future Learning Framework must also support an experience, exposure, education approach to learning and a culture of continuous learning.

- A new **Federated Learning Operating Model** inclusive of people, technology and process elements. Our current learning operating model has emerged over time – it has not been designed. It is completely de-centralised – with many disparate functions, professions, groups responsible for learning. Accountabilities are often unclear, there is limited coordination and no enterprise-wide governance of investment in learning. This results in duplication of effort and content and means we have no enterprise view of whether we are putting our collective investment in learning to the best possible use. The learning organisation often operates as an order-taker rather than a performance consultant or strategic partner.

A key programme deliverable is therefore the design of a blueprint for a new federated learning operating model and associated policies, processes, systems and capabilities. We have started to define our future state which at this point is conceptual. At the point our partner joins we will have some high - level options for this. Our ambition is for a federated operating model which is efficient and effective, which supports the development of HMRC critical

capabilities in a holistic way – which genuinely builds capability, ensures learning is designed/delivered once and well, has a strong underpinning in skills, links learning to careers and enables an experience, exposure and education model of learning.

We are interested in exploring the potential to develop Capability Academies for our 4-5 strategic or critical capability priorities – bringing together functions & professions supporting these in a more joined up way. Our aspiration is for a model which empowers learners to own and pull their own development whilst at the same time ensuring a strong link between learning and business performance – all underpinned by a modular Learning Framework. One of the questions we are exploring early on, is whether our approach to career management would be supported by a Capability Academies model or whether this should be de-scoped.

- **Learning Technology Eco-System** - The blueprint for a design of a new learning technology ecosystem and associated strategy, policy, plans, processes, systems that will bring together the different learning and non-learning technologies in a cohesive & accessible ecosystem. Currently, we have over 100 technologies supporting learning but have no strategy or framework to manage this – with some gaps in provision (for example we do not have Learning Experience Platform functionality).
- **Early Innovation** – A fundamental principle of our approach to transformation is maximising opportunities for early innovation and changing as we go. As part of this approach, we have established a dedicated early innovation squad focused on identifying, triaging and delivering a suite of early innovation opportunities and associated pilots to be agreed with Business Groups. This will deliver iterative benefits year on year whilst the major changes happen in longer time.

3. Partner Support Outcomes

3.1 We are seeking the following outcomes through partner support (deliverables are detailed at Annex 2). At the end of the contract – we must be able to say:

- HMRC has a deeper understanding of the problems and opportunities associated with our current learning landscape and the specific action/s necessary to address or leverage these within the programme.
- HMRC has confidence that our investment in learning (i.e. cost) is appropriate and comparable to organisations of a similar size, nature and complexity.
- Our approach to Learning Transformation and our future plans are bold, innovative and deliverable.

- HMRC has a clear blueprint for our future learning operating model and framework, an understanding of what it will take to implement taking account of organisational readiness / current position and a high-level plan to implement.
- HMRC has a clear view of the activities, resources and sequencing which will enable the successful delivery of Learning Transformation Programme outcomes.
- HMRC can deliver value and outcomes through the programme more quickly and with greater impact. Right now we have committed to delivering a series of blueprint and strategies by June 2023 – we would like to bring forward implementation or aspects of implementation where this delivers or releases value more quickly or enables the rest.
- HMRC has an approach and methodology to devising Learning and Capability Strategy and an understanding of the skills we have, the skills we need and a plan to close the gap (from a learning and development perspective).
- HMRC has identified and commenced a range of early innovation opportunities and core programme activities critical to our ongoing success.
- Increased stakeholder confidence in the programme and benefits profile.

4. General Requirements

4.1 The programme is following a phased approach aligned to the HMRC project delivery lifecycle with distinct phases of activity through Design, Refine, Deliver and Closure over a 5-year period. The programme is currently in Phase 1 – Design - with a focus on developing the design of the future HMRC Learning Strategy/Framework, Learning Federated Operating Model and Learning Technology Ecosystem- however with some elements of implementation. Future phases will focus on Phase 2: refining the design and implementation and Phase 3: embedding change and continuous improvement.

4.2 We are looking for a partner to work with us, to provide independent challenge and assurance and to augment capability bringing deep insight and expertise in learning. We are looking for this partner to play the role of critical friend and innovator – but also to provide some hands-on support with diagnostic and design activity. We can however utilise some of our internal programme team to undertake / augment activity undertaken or supported by our partner.

4.3 We are looking for independent support and assurance in respect of strategy, planning, opportunity maximisation and problem solving through Phase 1 of the programme and specifically in the following areas:

- A diagnostic/s and maturity assessment of the current learning landscape (not repeating what has already been done*). As we have started to articulate our

desired end or to be-state – a focus of the diagnostic would be how we move to this and in what order. *(see paras 1.4 -1.5 for an overview of discovery).*

- Support with identifying and prioritising early opportunities and demonstrating value and impact. Identifying and prioritising the changes (for example to our current learning operating model) that will deliver the most business impact.
- To benchmark, provide expertise and share examples of learning and career management best practice and insight from the public and private sector which supports strategic decision making (e.g. regarding sequencing of programme activity or significant operating model design choices).
- Innovative and value add approach.
- To work with us in partnership and as one team. Note the vision, strategic direction and programme management is internally led. It is important that our selected partner listens to our needs and is able to flex /adapt their approach, course correct or tackle problems which arise.
- To help build internal capability through knowledge transfer including across Other Government Departments.
- To help us to have better and different conversations with our business around learning and performance and to support the creation of a continuous learning culture.
- To provide expertise and support to the development of a HMRC Learning and Capability Strategy which potentially has its basis in skills/skills as currency.

5. Specific Requirements

5.1 The Partner will work alongside the HMRC programme team – which is made up of multi-disciplinary expertise from across HMRC.

5.2 The Partner will be expected to deliver the following key deliverables in Phase 1. Please see **Annex 2** for a breakdown of sub-deliverables / outputs*.

- (1) Diagnostics:** To deliver a detailed Diagnostic/s / maturity assessment to understand the as-is of learning landscape and the organisational learning operating model which identifies opportunities, options and recommendations (costed where appropriate and with benefits/disbenefits) regarding the to-be or future state – in the context of the future state we have already started to articulate which at this stage is conceptual.

The scope of this diagnostic would include HMRC's current approach to delivering / enabling learning and the underpinning learning framework and operating model.

To include a strategic level maturity assessment of our current framework and operating model against what good looks like and our desired end state (which might include Capability Academies around 4-5 strategic capability priorities).

As part of this diagnostic – we are also looking for recommendations around career management and how a new operating model could support capability building in a more holistic way, linking learning to careers and enabling an experience, exposure, education approach to learning and development. We are also looking for recommendations for where / how we might deliver early benefits/value. As we have started to articulate our future state, the diagnostic activity focus should be focused on how we start to move to this and in what order.

The opportunities / recommendations should take into account HMRC context but also be informed by insight into industry best practice in public and private sector. This will include a specific diagnostic of our operating model and approach to tax and compliance technical learning with recommendations.

To inform this diagnostic activity we would expect our partner to support and/or undertake engagement with stakeholder groups – including (but not limited to) engagement with the Tax and Compliance profession to identify their learning and career management priorities.

We are also looking for some discrete reviews / independent assessments of things like our benefits profile and early innovation squad set up (see annex 2).

(2) Learning Federated Operating Model and Framework: To produce the detailed design/blueprint of the future HMRC learning federated operating model informed by diagnostics, industry benchmarking and case studies and stakeholder engagement. This blueprint should articulate our end state for future learning operating model and encompassing the organisational capabilities, people capabilities, structure (which may include Capability Academies), processes, functions and governance needed to meet HMRC's needs. In addition, the production of a blueprint / visual of our future Learning Framework (modular) which underpins or sits alongside this operating model.

(3) Learning & Capability Strategy: Expert advice and support regarding the development of a HMRC Learning and Capability Strategy and identifying / mapping the skills & people capabilities we need for the future, our level of

expertise in these and a plan to grow these skills/capabilities. We are also interested in methodologies / expertise to support capability mapping or learning needs analysis.

(4) Phase 2 Delivery / Implementation Plan: The production of the transition plans and an approach to enable HMRC to move from the 'as is' to the 'to be', including the sequencing and approach timing of programme activity (for example - a linear approach to design/implementation of a federated learning operating model vs an iterative approach - anchoring key parts of operating model early to accelerate / enable change.) Also - insight based recommendations regarding early innovation opportunities which have the greatest impact. We are looking for detailed plans regarding the Learning Framework and Operating Model workstreams but also some recommendations regarding next steps and any niche resource required as regards our Learning Technology Eco-system workstream.

(5) Resource Plan: Recommendations for resourcing future phases of the programme including any expert support such as technical capability to deliver the Learning Technology Ecosystem.

6. People Related Requirements

The successful Service Provider must have relevant people, suitable assets, and deep experience. Critically, we will be looking for vendors to showcase their capabilities by demonstrating their expertise in:

- Deep Learning and Development subject matter expertise.
- Experience of Learning transformation, learning organisation operating model design and learning and capability strategy.
- Organisational Learning and capability strategy
- Approaches / methodologies to promoting a culture of continuous learning
- Experience of advising on organisational career management approaches or practices (aligning career development of employees with organisational goals/strategy)
- Undertaking diagnostic activity/ maturity assessments to inform design options and plans.
- Partnering with organisations to deliver similar transformation programmes with evidence of accelerating progress and adding value.
- Operating in and effecting change in large, complex organisations.
- Producing prioritised, costed, evidence-based recommendations and options
- Identifying and prioritising the changes that will deliver the most business impact.
- Benchmarking, researching and providing insight which supports strategic decision making.
- Genuine partnership working.

- Helping to build internal capability through knowledge transfer

In addition, the team supporting us will need to include individuals of the right level of seniority and experience to deliver the outcomes and engage with senior stakeholders in HMRC i.e. Director Generals. We will work with the Service Provider to ensure we have the right capabilities in the internal team to support the work. HMRC would anticipate a resource model similar to table 1 below, however this is not prescriptive and suppliers are welcome to present their own resource models and reasoning.

Table 1

Support	Time
MD Level	2- 3 days month
2 x Principal	2-3 days per week
2 x Consultant	4 days per week
Junior support	As required

7. Duration / Implementation Plan

7.1 The proposed start date for the assignment is targeted to be 3rd January 2023.

7.2 The proposed duration of the assignment to conduct all the work is expected to be a maximum of 9 months.

7.3 The Service Provider will provide a Draft Implementation Plan, inclusive of milestones and quality acceptance criteria as part of their response.

7.4 Any changes to the plan must be agreed within 14 days of the Statement of Works commencement date.

7.5 Any changes to the baseline version of the Implementation Plan must be agreed by both parties in writing.

8. Location

8.1 The Partner will be able to work remotely with the expectation of travel to HMRC Regional offices on an as required basis (for example to attend stakeholder workshops and meetings). Travel to a base in central Manchester to be included as part of fixed cost.

9. Key Performance Indicators

9.1 To be agreed and baselined between HMRC and Supplier:

KPI	Description
Timeliness	Min 90% of milestones/deliverables agreed at the outset on time (unless variations mutually agreed or milestones not achievable for reasons beyond control of supplier)
Reporting	Min 90% fortnightly reports to programme senior leadership team on time and of prior agreed quality and active monitoring and reporting on contracts risks (contract related such as change of scope and supplier related such as resource issues)
Value	A measurable increase in programme benefits and/or delivery speed against baseline (baseline to be agreed at outset).
Delivery	To agreed quality standards agreed at outset and defined in acceptance criteria.
Stakeholder Feedback	Positive stakeholder feedback (which may include a minimum net promoter score or equivalent of 7/10) against pre-agreed criteria.

Annex 1: Extract from Learning Transformation HMRC Ex-Com Report (September 2022) describing outcomes / themes for Learning Transformation Programme

A professional HMRC

In future, the skills and capabilities required to do a job well and to progress will be clearly articulated from the point a colleague enters HMRC and throughout their career. We will work with business groups, the professions, the Government Skills and Curriculum Unit and colleagues themselves, to create the clearest articulation of, and doorway to, learning the things that matter most.

We will build communities of practice and provide forums for collaborative learning and knowledge sharing. We will recognise most colleagues draw upon capabilities from a range of professions and design our learning offer accordingly, paying attention to those professions and capabilities which are unique to HMRC or across a small number of departments. Our ability to operate a broad range of technical, corporate, managerial and behavioural capabilities well, within our unique context as a tax and compliance organisation, will be key to success. We must acknowledge that colleagues in many roles operate within a highly regulated and legal environment and ensure they are trained to do their job well, confidently and safely.

We will be clear on standards (for jobs/functions or for all), how we will assess these have been met and the core and essential learning which underpins these. We will invest in continuous professional development, providing opportunities for colleagues to deepen or broaden their expertise in their current role or grade, as well as opportunities for vertical progression, focusing on developing true experts at all levels. We will develop clear career pathways which enable us to build capability for the future and to retain talent, taking a holistic approach which encompasses knowledge, skills and behaviours and which recognises different starting points, learning styles and aspirations.

Understanding our capability needs, gaps and priorities

In order to deliver HMRC's core objectives now and in the future, we will work with Strategic Workforce Planning and Strategy to take action in understanding the people capabilities we need, our baseline and the gap. We will develop plans to address this gap and ensure learning is strategically and operationally aligned and keeps pace with change through better prioritisation, planning and communication. Learning will be designed to support ways of working and our business model, ensuring a flexible,

resilient and customer orientated workforce. We will also identify the skills, capabilities and mindset necessary to support our ambition to become one of the most digitally advanced tax administrations in the world.

Developing diverse talent and ensuring an inclusive approach to learning

A fair and inclusive approach to learning is fundamental if we are to be a good employer and a great place to work. Working with our staff networks and experts, we will consider our approach to learning and development through an equality, diversity and inclusion lens. This will make it easier to identify and remove barriers to fair and equitable access to opportunities and will ensure we have diverse talent pipelines. We will design apprenticeships and other entry-level approaches to provide a genuine boost to social mobility; with learners from all backgrounds having the support they need to succeed.

All colleagues, whatever their grade, location or blend of diversity characteristics, will be encouraged and empowered to own their career journey by investing in themselves, supported by managers, so they're able to achieve their full potential and thrive at HMRC and beyond.

The best colleague experience and optimal learning environment

Opportunities to develop personally and professionally are key drivers of employee engagement and retaining talent and thus business performance. Get it right for colleagues and we get it right for HMRC and for our customers.

We will make it easier for colleagues to find and access learning, provide clarity on the core capabilities required to perform well and make sure time and space for development are the norm. Learning, whether formal or informal, will be role modelled, encouraged and valued by all. Quality conversations about performance and development will be routine. Colleagues will have access to the right learning, at the right time, in the right depth and the opportunity to apply and consolidate that learning to build their competence and confidence. Learning will be easily accessible, personalised, integrated, and of high quality. Wherever possible, it will be embedded in the flow of work, meaning it is at the point of need.

Recognising our unique context as a tax and compliance organisation, we will be clear on the essential learning and the standards necessary to deliver against our core purpose, to keep colleagues, customers and HMRC safe, to uphold our reputation and to deliver an excellent, professional service. We will determine the most effective, engaging and robust ways to develop core/essential skills and knowledge accordingly. Formal learning will be designed to take account of how people learn and modern delivery methods. We will also curate the right cultural conditions and equip colleagues to embrace informal and social forms of learning; key to fostering continuous learning and improvement and collaborative working across HMRC.

We will empower colleagues to take control of their own development and ensure there is choice about what, when and how they learn as far as possible, striking the right balance between individual and business need. Through designing our learning offer to enable the development of core capabilities for now and the future and linking this to career pathways, we can help to align these needs.

As well as creating the right environment for effective learning and designing learning with colleague experience in mind, we will expect all colleagues to take personal accountability for their own learning and development; essential to becoming a learning organisation.

A sustainable and high-performing operating model for learning

To deliver everything we are setting out to achieve, we must get the basics right and lay the foundations for success. We must develop a sustainable, more efficient and effective operating model for learning inclusive of **people, technology and process components**. This model will be underpinned by core design principles, such as learning being designed **once and well**.

We will start by establishing good governance and the mechanisms to ensure learning is strategically aligned, provides value for money and can demonstrate its part in delivering business outcomes. We will ensure our approach to learning is data and insight driven and will evaluate the impact at HMRC level. We will design a learning technology eco-system which supports our learning offer, enhances colleague experience and provides modern, flexible learning opportunities.

We will ensure the enterprise-wide learning function itself is equipped to drive business outcomes and value, to support organisational agility and the development of a positive learning environment. We'll also be mindful that the capabilities of modern learning roles are evolving, with greater emphasis on performance consultancy, learning analytics and insight, user experience and content curation.

In developing the future operating model, we will consider HMRC's context and opportunities, such as new ways of working, respect at work, learning from our response to COVID-19, regional centers and wider business change. We will work with colleagues across CPO and business groups to design an operating model which supports us to become a truly learning-led organisation, considering how people practices (such as recruitment, job design or leadership development) align to support this.

Annex 2: Overview of key deliverables / outputs*

*Please note we are operating in a complex, volatile, changeable environment and therefore there may some changes/ additions/ re-prioritisation of these deliverables to be mutually agreed with the supplier. In the spirit of partnership working – we also welcome recommendations from the suppliers as to key activities or deliverables not listed in here which support our overall aims

Deliverable	Sub Deliverable / Description	Indicative Timeline
1.Diagnostics / re-views	<ul style="list-style-type: none"> A critical assessment of the Learning Transformation early innovation portfolio to identify the relative tactical or strategic value of initiatives and to assess the set-up of the Early Innovation squad function in terms of how it fits with Learning Innovation best practices and how it could improve. An early assessment and of the Learning Transformation Programme set up, structure, priorities, approach with any recommendations for improvement – do we have the structure, set-up and ways of working for success? An independent critical review & report of our benefits realisation plans and of alignment with our critical delivery plans to realise these benefits (are we doing enough of the right/tactical things?) As part of this – an independent assessment of our appraisal of vendor and technology spend to provide assurance and to identify any additional opportunities. Benchmark assessment of HMRC learning spend (total/vendor/technology/FTE) comparative to other large, complex organisations with a significant professional function like tax. 	<p>January/February 2023</p> <p>January 2023</p> <p>January 2023</p> <p>January 2023</p>

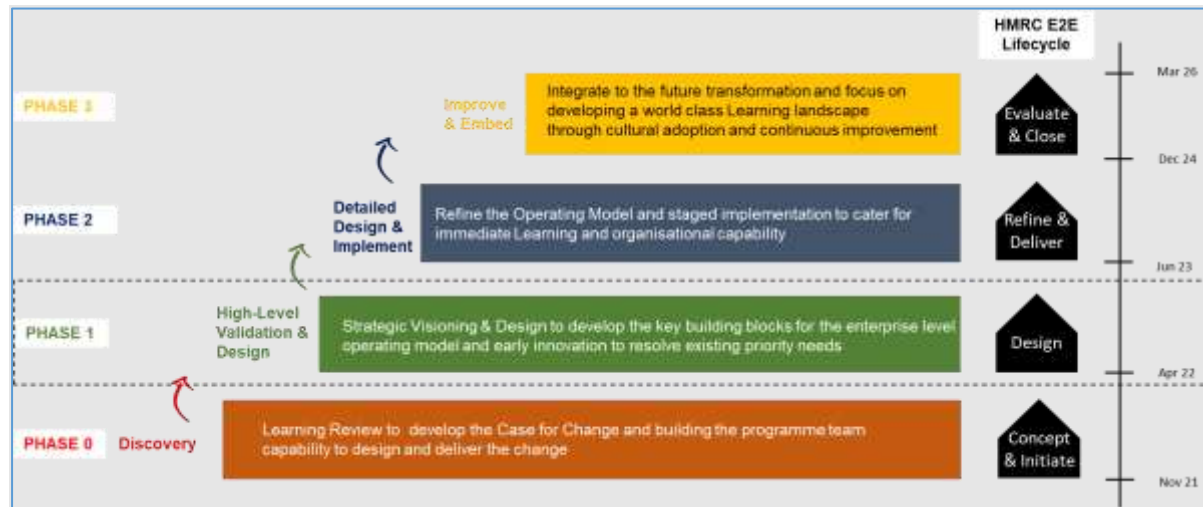
	<ul style="list-style-type: none"> • An early assessment and recommendation on whether career management for tax and compliance professionals should be retained within the learning operating model design workstream or descoped and established as a separate workstream. • A strategic level maturity assessment with recommendations regarding the HMRC Learning organisation and framework benchmarked against industry standards and similar organisations (what does a high performing learning organisation look like in key elements such as governance, capabilities, agility etc – and where do we rate against that – what specific actions are necessary to advance our maturity?) • An enterprise level gap analysis and set of recommendations on priority areas, sequencing and the approach to develop the capabilities needed to achieve our desired end state (which might include 4-5 Capability Academies as part of our federated operating model and a modular learning framework) and support with costings of options • A change capacity/ readiness assessment. To cover - what is the organisations ability to adapt to/ readiness to move to future state / operating model – what are the implications for sequencing / implementation? What is the gap between our current and desired state? • A high-level review and gap analysis of HMRC learning content and programmes provision against what is required to build current and future skills (to support learning strategy development) • Design of stakeholder engagement interviews / workshops. • Data, insight and other outputs from stakeholder engagement (themed with recommendations) relating to learning and career management priorities and our 	<p>January/February 2023</p> <p>March/April 2023</p> <p>March/April 2023</p> <p>April/May 2023</p> <p>April/May 2023</p> <p>February 2023</p> <p>February – August 2023</p>
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	<p>learning operating model. These workshops will also inform design of future operating model and framework and may be targeted towards specific segments of the organisation such as tax and compliance.</p> <ul style="list-style-type: none"> • Reports informed by data / insight / stakeholder engagement which provide recommendations for programme consideration regarding actions – to include recommendations on learning and career management priorities for tax and compliance professionals. • To produce a detailed report or reports, options and recommendations based on the findings from the diagnostics. 	<p>February – August 2023</p> <p>Various</p>
2.HMRC Learning Operating Model & Framework	<ul style="list-style-type: none"> • A detailed blueprint of the end-state learning organisation / federated operating model informed by the diagnostic and industry benchmarking, outlining the organisational capabilities, people capabilities, structure (which may include Capability Academies), processes, functions and governance needed to meet HMRC's needs. <ul style="list-style-type: none"> ○ To include functions, structure, roles, accountabilities and FTE for future state • A blueprint of the end state modular HMRC Learning Framework (which brings together core and common learning, enables learning to be designed/delivered once and well and which takes account of GSCU five curriculum strands and the cross-government professions) • Execute cost analysis and identify investment required / benefits and disbenefits associated with recommendations • A costed, prioritised implementation plan/roadmap regarding the future operating model and framework. 	<p>May 2023</p> <p>May 2023</p> <p>May/June 2023</p> <p>June 2023</p>

	<ul style="list-style-type: none"> • Contribute to the more granular design of our first Capability Academy. • Where appropriate the development or support with the development of policies, procedures, guidance, role profiles or other artefacts associated with the operating model. • Presentation/s to senior stakeholders together with appropriate artefacts. 	<p>June – August 2023</p> <p>TBC</p> <p>Various</p>
3.Learning & Capability Strategy	<ul style="list-style-type: none"> • Options / recommendations for processes underpinning the development of a HMRC wide Learning and Capability Strategy and Action plan (such as Learning Needs Analysis, Capability mapping, Skills audit), • Design / undertaking of stakeholder engagement exercises to support strategy development. 	<p>January/February 2023</p> <p>February 2023</p>
4.Delivery Plan	<ul style="list-style-type: none"> • Develop costed delivery plans for all recommendations with clear timescales • An independent, critical assessment of Learning Transformation programme plans in view of diagnostic / design work undertaken. • A report with recommendations / options on sequencing and timescales in view of above. • A proposed high level implementation plan for phase 2 of the programme . 	<p>June /July 2023</p> <p>June/July 2023</p> <p>June/ July 2023</p> <p>June / July 2023</p>

5.Resource Plan	<ul style="list-style-type: none"> • An independent review of Learning Transformation Programme resources and expertise, identification of any gaps / barriers and recommendations for required skills, team structure and resources for subsequent phases of the programme 	June/July 2023
	<ul style="list-style-type: none"> • A costed proposal plan which sets out capabilities we require and when aligned to transformation / roadmap / delivery plan (e.g. any niche technology capabilities required in respect of learning technology eco-system workstream in subsequent phases). Do we have the right skills and expertise to deliver in subsequent phases? 	June/July 2023

Annex 3: Learning Transformation Programme and Timeline



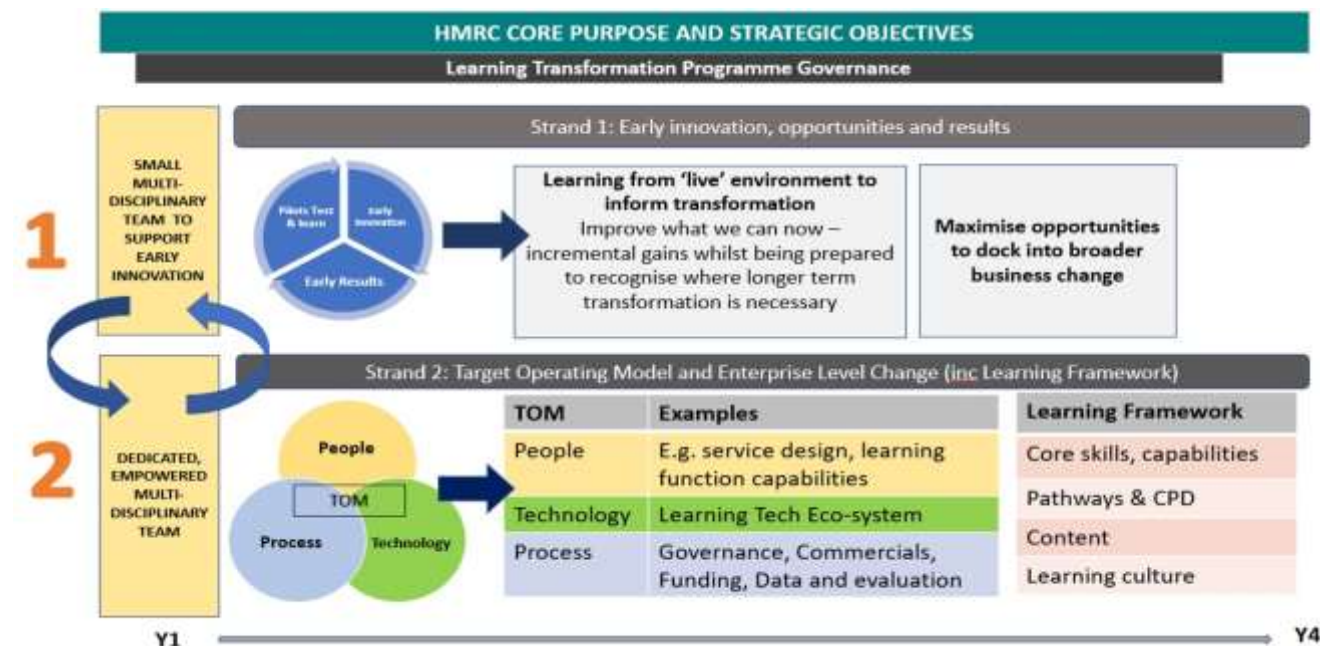
Annex 4: Learning Transformation Delivery Model and Programme Resource

Delivery Model

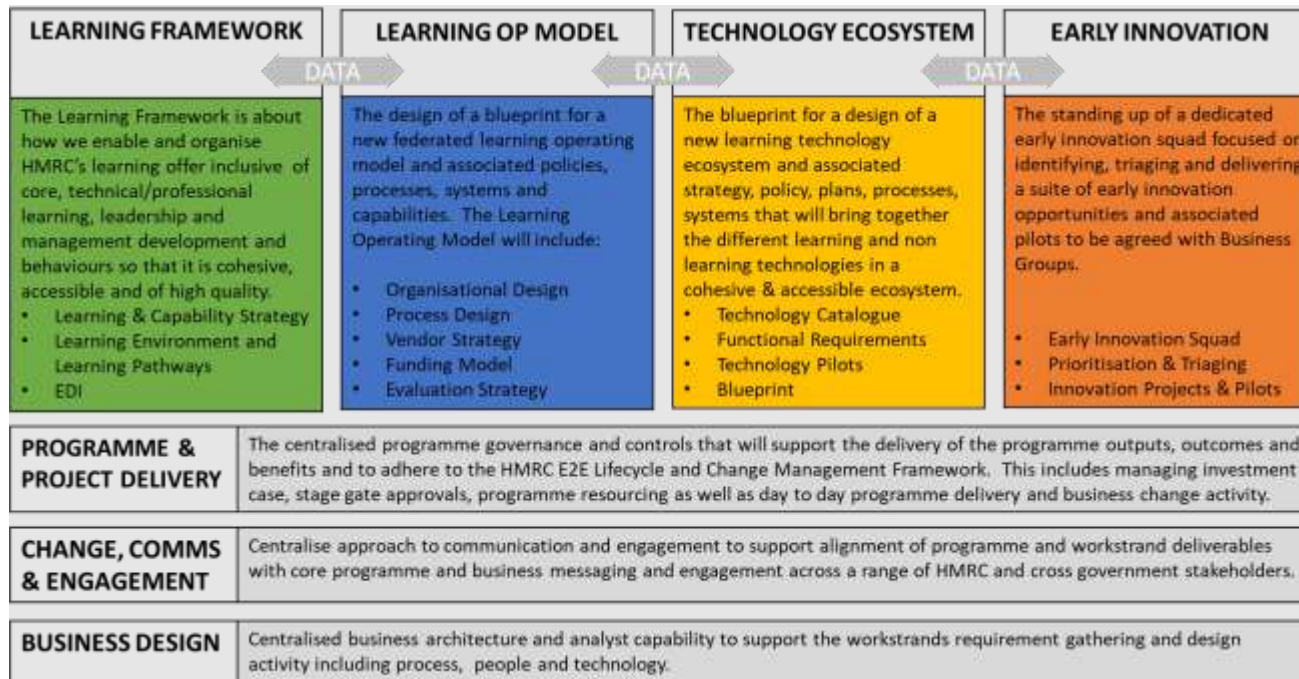
The delivery model adopts a twin track approach to help achieve both enterprise level change and support the delivery of early opportunities.

1. **Early innovation:** will create the potential for early wins and involves a multi-disciplinary team working with learning functions and the business to apply problem solving and innovation techniques to current business and learning challenges.
2. **Enterprise level change:** will involve the establishment of a dedicated multi-disciplinary team of experts to focus on enterprise-wide level change and the development of a sustainable target operating model for learning.

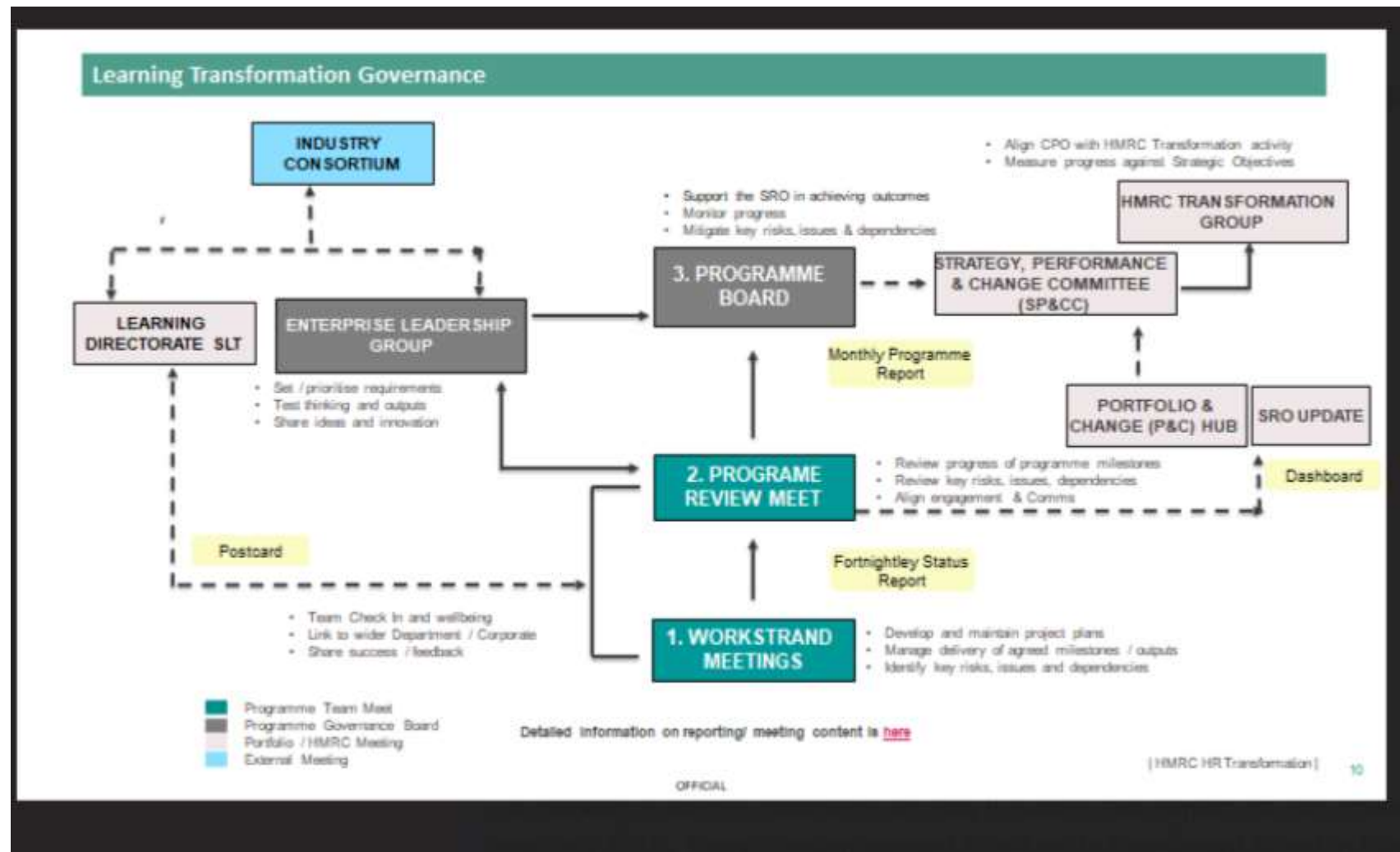
Figure x: Twin Track Delivery Approach



Annex 5: Learning Transformation Work Breakdown Structure



Annex 6: Learning Transformation Programme Governance



Annex A: Request for Proposal

Title:	Learning Transformation Programme Client-Side Partner Support
HMRC Reference:	SR1084592242
Date issued	18 th October 2022
Deadline for Responses	11 th November 2022 @ 13:00pm
Issued to	RM6187 Lot 5 Suppliers
From	HM Revenue and Customs Commercial Directorate
Address	HMRC Commercial Directorate Ralli Quays, Salford, M60 9LA
Contact Name	[REDACTED]
Email	[REDACTED]

1. INTRODUCTION

Tender Instructions

This Request for Proposal relates to the Further Competition to award a Contract to a sole Supplier for the provision of Learning Transformation Support.

The Services are described in detail in 'Schedule 20 Statement of Requirements' which can be found in Annex A of this document and is located in the eSourcing event attachments.

The Contract is being offered under RM6187 Framework which will govern any resultant Contract. In case of any ambiguity HMRC's mandatory terms will supersede any other terms in the Call Off Contract.

The Contracting Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015. This is a call off contract and as such the Contracting Authority cannot guarantee volumes of work.

The Public Contracts Regulations 2015 ("the Regulations") regulate how we procure. This means that we and you must follow processes that are fair, transparent, and equitable for all suppliers.

The HMRC Tendering Instructions, which can be found in the eSourcing event attachments, contain the information and instructions that the potential Supplier needs to submit a compliant Tender. Please read the HMRC Tendering Instructions carefully as non-compliance with the instructions contained in this document and all its Appendices/ Annexes may result in exclusion of a supplier's Tender from this Procurement.

For technical guidance on how to complete questions and text fields, and how to upload any requested attachments in the eSourcing Portal, please refer to "SAP Ariba Sourcing Professional Supplier's Guide" which can be found in the Event Attachments.

Any clarification questions regarding the RFP must be submitted using the eSourcing portal using the 'Compose Message' field by the clarification deadline stated in the Procurement timetable below. In the event of technical failure only, queries may be raised by email and sent to [REDACTED]

HMRC Commercial Directorate co-ordinate all queries to ensure equity of treatment of all potential Suppliers. Therefore, the business areas must not be contacted directly.

HMRC reserve the right to clarify any elements of the participant's tender submission as may be deemed necessary.

As part of the e-Sourcing event Suppliers are required to answer all the questions contained within the questionnaires.

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Instructions and guidance for completion of the on-line element are available from the help menus within the Supplier's area of the portal.

Suppliers must check for messages in the eSourcing Portal throughout the competition.

If any part of a submission is incomplete, it may not be evaluated resulting in you being excluded from the process. Where the permitted number of attachments and/or any maximum character limits is exceeded, HMRC may disregard any information provided which is over and above the permitted limit.

1. TIMELINES FOR THE COMPETITION

Timetable

The Authority may change the timetable set out below at any time. Potential Providers will be informed if changes to this timetable are necessary.

The Authority must receive all Tenders before the Tender Submission Deadline.

Tenders after the Tender Submission Deadline may be rejected by the Authority to ensure that all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Authority's discretion.

Task	Dates
Publication of ITT	18/10/2022
Supplier clarification question deadline	26/10/2022 @ 13:00pm
Buyer clarification response deadline	28/10/2022
Bid Submission deadline	11/11/2022 @ 13:00pm
Clarification Meetings	23/11/2022
Issue Award letters	09/12/2022
Contract Signature	20/12/2022
Contract Go-Live	03/01/2023

2. REQUIREMENTS (Please refer to Annex A: Schedule 20 Specification and Annex B: Statement of Work)

The Requirement

The Framework Agreement will be managed by Crown Commercial Service (CCS) and this Call-Off contract will be managed by HMRC.

The requirement is for 9 months. With an option to extend for a further 9-month period.

Expected total Contract Value £500,000.

For full details of the Requirements please refer to Schedule 20 Specification (Annex A) and Statement of Work (Annex B)

3. CHARGING SCHEDULE

Pricing Structure

The pricing structure will consist of the elements contained in the Pricing Schedule spreadsheet which can be found in the event attachments.

All pricings must be submitted via the SAP Ariba e-Sourcing tool, using the Pricing Schedule spreadsheet supplied.

Suppliers should review all documents provided as part of the ITT before submitting their pricing.

Suppliers should take note of the specific guidance included within the Pricing Schedule spreadsheet.

There will be no opportunity to directly negotiate prices, so it is important that competitive pricing is used at the outset.

Invoicing

Any invoice submitted will be reviewed by the Buyer's employee responsible for managing and approving the work (the Operational Contract Manager) prior to payment.

Under no circumstances should the aggregated total value of invoices, including the proposed value of the final invoice, exceed the amount stated in the signed contract, unless agreed in writing between the two parties.

Invoicing will be conducted via HMRC's eTrading system provided by SAP Ariba (further information can be found in the HMRC Tendering Instructions document).

Location

The Partner will be able to work remotely with the expectation of travel to HMRC Regional offices on an as required basis (for example to attend stakeholder workshops and meetings). Travel to a base in central Manchester to be included as part of fixed cost.

As part of the delivery, for example to conduct stakeholder workshops and meetings, it may be necessary for the Supplier to travel to other HMRC sites upon request.

Expenses

Given that most of the work should be able to be completed at HMRC's primary location (Manchester) and at the Suppliers own premises, additional Travel and Subsistence expenses will not be paid and must be accounted for as part of the base charge proposal.

Should excessive requests be made of the Supplier to travel to other HMRC sites then Travel and Subsistence expenses will only be paid with the prior agreement of the HMRC Work Manager.

Any expenses agreed to by the HMRC Works Manager must be in compliance with HMRC travel & subsistence policy, which will be provided at the time of the request.

4. EVALUATION

○ Overview of the Process

The Contract will be awarded based on the most economically advantageous tender. That is to say, when considering all the factors, the proposal that enables the Authority to achieve best value for money.

Each response to questions within the questionnaires will be marked by the evaluators in accordance with the scoring matrix provided in the HMRC Tendering Instructions document (which can be found in the eSourcing event attachments).

HMRC will notify successful and unsuccessful Supplier(s) providing feedback via the e-sourcing portal.

○ Selection Questionnaire

In response to the Selection Questionnaire, the Supplier must provide:

general organisation information, and

financial information to allow revenue compliance checks to be made.

○ Award Questionnaire

Criteria	Variable Weighting	Sub Criteria	Sub-Criteria Weighting
Security Management	Pass/Fail	Security Questionnaire to be evaluated on a Pass/Fail basis (any individual response within each section which receives a score of 40 or below after clarification will be deemed a Fail)	Pass/Fail
Social Value	10%	Support Health & Wellbeing in the Workforce	10%
Quality	70%	General Requirements (including Case Study)	15%
		Specific Requirements/Outcome Products 1-3 1. Diagnostics 2. Future Learning Operating Model & Framework 3. Learning & Capability Strategy	35%
		Specific Requirements / Outcome Products 4-5 4. Phase 2 Delivery Plan 5. Phase 2 Resource Plan	10%
		People Related Requirements	10%
Cost Effectiveness	20%	Total Cost for delivery of SoW	20%

○ Quality 70%

In response to this questionnaire the applicant should prepare a formal proposal in response to Annex A Schedule 20

Specification. Please note the general and specific requirements are set out in detail in the Schedule 20 Specification.

Suppliers should also ensure they have read and understood Annex B Statement of Work. All costs relating to Annex B should be entered in the Pricing schedule.

Unless stated otherwise in this document the limit for the full proposal is 20 pages and font size of no less than 11 will be acceptable. The formal proposal should explain how the requirements in the Specification will be met by providing the following information.

• General Requirements (15%)

Provide proven examples of lessons learned or best practice from experience of undertaking or supporting Learning Transformation projects or work of a similar size, nature and scope to the HMRC Learning Transformation programme.

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The response should include one case study of no more than two pages indicating expertise of Learning Transformation within a large and/or complex organisation referenced by name or sector, to include outcomes and benefits brought to the customer and what learning from that experience could be applied at HMRC.

Describe your approach to accelerating transformation and bringing forward value / benefits for the customer supported by a relevant example or examples and outlining how you would approach this at HMRC.

Describe how you would work with us in genuine partnership, as one team and how your organisational values / ethos informs your approach to partnering.

Outline what you would bring to HMRC in respect of insight from industry and external organisations and any benchmarking tools or approaches.

- **Selection criteria**

Experience of delivering customer outcomes and adding value in similar projects.

Relevance (including nature, scale and complexity) of the case study to this requirement.

Clear evidence of accelerating transformation or bringing forward value and benefits for customers.

Demonstration of innovative approach and thought leadership.

Demonstration of genuine partnership working, listening and responding to customer needs, adapting approach and methodologies accordingly and responding rapidly and appropriately where problems arise.

Evidence of access to relevant networks, data & insight, benchmarking tools etc.

Evidence of approach to knowledge sharing and upskilling of clients/customers.

Clear demonstration of how learning from prior experience would be applied to HMRC Learning Transformation programme.

- **Specific Requirements 1-3 (Diagnostics, Learning Operating Model & Framework and Learning and Capability Strategy) (35%)**

Please provide details of your approach to the specific requirements 1-3 (Diagnostic, Learning Operating Model & Learning Framework and Learning and Capability Strategy) including any examples of how you have approached these in other organisations.

Provide details of your proposed approach to undertaking the activity and developing the products / deliverables outlined in Annex 2 of Schedule 20 Technical Specification, including details of any tools/methodologies you would use, the format and content of the products.

Include examples of how these techniques have previously been used successfully and the benefits they brought to the customer.

Within your proposal HMRC require you to include a detailed explanation of how you would deliver these outcome products and propose a process and definition around acceptance criteria of same.

- **Selection criteria**

Provision of relevant examples to demonstrate experience of designing learning operating models and/or frameworks, learning and capability strategy and diagnostic activity including any methodologies used.

Examples of visuals / templates to support/demonstrate methodology used would be beneficial and can be annexed (not included in page count)

HMRC are left with approaches and assets which can be used to support subsequent phases of the programme (e.g. a capability maturity framework to measure progress against).

Relevance of the approaches and methodologies proposed to the aims, objectives and organisational context of HMRC Learning Transformation.

Evidence of ability to produce recommendations which include costed options, benefits and disbenefits with optimism bias/sensitivity analysis (where appropriate and by prior agreement)

- **Specific Requirements 4-5 (Phase 2 Delivery and Resource Plans) (10%)**

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Please provide details of your approach to specific requirements 4-5 (Phase 2 Delivery Plan and Resource Plan) including any examples of how you have approached these in other organisations.

This should include a detailed plan to deliver the key workstreams associated with the implementation of a new federated learning operating model and framework for HMRC.

Provide details of your proposed approach to undertaking the activity and developing the products / deliverables outlined in Annex 2 of the Specification including details of any tools/methodologies you would use, the format and content of the products.

Include examples of how these techniques have previously been used successfully and the benefits they brought to the customer.

Within your proposal HMRC require you to include a detailed explanation of how you would deliver these outcome products and propose a process and definition around acceptance criteria of same.

- **Selection criteria**

Evidences approach to producing detailed implementation and resourcing plans (costed where appropriate) supported by proven examples

Provides relevant examples of having done this elsewhere of comparable scale and/or complexity

Describes an appropriate, well thought out methodology to producing these plans and ensuring they are realistic and deliverable (taking into account Learning Transformation is a major HMRC enterprise level change programme and subject to governance that comes with that)

Describes how would work effectively with our Learning Transformation Programme Management Office in developing plans

Evidences how approach to planning / sequencing helps to accelerate change / value

Evidences robust approach to 'costing' plans

Evidence of innovative approach

- **People Requirements (10%)**

We will work with the Service Provider to ensure we have the right capabilities in the internal team to support the work. HMRC would anticipate a resource model similar to table 1 below, however this is not prescriptive and suppliers are welcome to present their own resource models and reasoning.

Support	Time
MD Level	2- 3 days month
2 x Principal	2-3 days per week
2 x Consultant	4 days per week
Junior support	As required

Please describe in detail the proposed team structure and how you will ensure the requirement will be resourced effectively.

This should include but not be limited to

Levels of resource and expertise allocated; this must correlate with the detail you provide in the Charging Model schedule.

Your delivery assurance processes.

Why you believe this team is the right team to deliver this requirement.

A summary of individual team member's experience and how this will be applied to deliver this requirement and what proportion of time they will be allocated to delivering.

CV's Appendix (**not included in page count**). Please include single page individual CVs/profiles for each member of your proposed team detailing the past 2-3 years' work and experience.

We will work with the successful Supplier to ensure we have the right level of seniority and experience to deliver the work.

- **Selection criteria**

Clear demonstration of relevant skills and experience at appropriate depth and breadth.

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Delivery team includes (but not limited to) individuals of appropriate seniority and expertise to engage with and present to senior stakeholders (including Director Generals).

Flexibility to adapt / change resourcing team in line with changing / emerging requirements.

Named points of contact for the Learning Transformation senior team of the appropriate seniority.

○ **Cost Effectiveness 20%**

Once completed, the Pricing Schedule spreadsheet must be attached to Question 3.4.1 and the Total Fixed Price must be entered in response to Question 3.5.1.

Suppliers are reminded that the maximum budget for the 9-month term will be £500,000.00

Where a cost is considered abnormally low, we will request an explanation (as required in regulation 69 of the Public Contract Regulations 2015).

In the Cost Effectiveness questionnaire, all questions must be answered, and all information provided to ensure the eSourcing portal evaluation functionality can be fully utilised and final total pricing transferred into the contract.

HMRC reserve the right to clarify pricing as may be necessary.

Prices must be sustainable and inclusive of all costs, for example operating costs and profit.

The prices submitted shall not exceed the framework maximum rates for the commercial agreement.

○ **Social Value 10%**

Suppliers are asked to describe the commitment your organisation will make to ensure that opportunities under the contract deliver the following:

MAC 7.1: Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.

Activities that demonstrate and describe the tenderer's existing or planned:

Understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce.

Inclusive and accessible recruitment practices, development practices and retention-focussed activities including those provided in the Guide for line managers on recruiting, managing and developing people with a disability or health condition.

Actions to invest in the physical and mental health and wellbeing of the contract workforce. **Illustrative examples:**

implementing the 6 standards in the Mental Health at Work commitment and, where appropriate, the mental health enhanced standards for companies with more than 500 employees in Thriving at Work with respect to the contract workforce, not just following the recommendations.

public reporting by the tenderer and its supply chain on the health and wellbeing of staff comprising the contract workforce, following the recommendations in the Voluntary Reporting Framework.

engagement plans to engage the contract workforce in deciding the most important issues to address.

Methods to measure staff engagement over time and adapt to any changes in the results.

Processes for acting on issues identified.

Please include: Your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria.

A timed project plan and process, including how you will implement your commitment and by when.

How you will monitor, measure and report on your commitments/the impact of your proposals.

A single page appendix may be added to your response to this question to illustrate and support your response. This will not be included in the 750-word limit.

Please note: This question embeds the central government requirement to deliver social value through our contracts as detailed under PPN 06/20: The Social Value Model (SVM).

In addition to completing this question, bidders are also required to complete the following two supporting documents (to be found in the eSourcing event attachments) as part of their response:

Cabinet Office Metrics

Social Value KPI Template

These supporting documents will not be evaluated but must be completed and submitted as part of your response.

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The question is asking you to provide firm social value commitments you would deliver as a direct result of being successfully awarded the contract resulting from this procurement exercise, which are over and above any existing social value policy/incentives you may already have in place within your organisation. As such, your response should not focus on existing social value policy/incentives you may already operate.

Any social value deliverables the supplier commits to provide in response to this question will be incorporated as contractual commitments within the contract prior to signing. In addition, suitable Key Performance Indicators (KPIs) to monitor the supplier's performance against such commitments will be agreed between HMRC and the successful supplier prior to contract signature. These KPIs will be incorporated within the performance levels contract schedule.

Within your response, please also suggest suitable KPIs and targets for each social value commitment made within your response that you would be satisfied to abide by should you be successfully awarded the contract. Please also complete the supporting document titled "Social Value KPI Template", detailing each KPI and target.

HMRC will review the suggested KPIs and targets and if satisfactory to HMRC, these will form the contractual social value KPI's to be incorporated into the contract should you be successful at tender award. HMRC reserves the right to suggest amendments to such KPIs or agree alternative KPIs with the successful bidder prior to contract award should the KPIs/targets be unsatisfactory to HMRC. Bidders must provide suggested KPI's and targets as part of their response, however these are for information only and will not form part of the tender evaluation.

HMRC are required to report quarterly performance updates against metrics included in the SVM to the Cabinet Office, as detailed in the supporting document titled "Cabinet Office Metrics". Where your social value commitments correlate to any of these metrics, please complete column C of this supporting document and submit as part of your tender submission (State "N/A-metrics do not apply" and submit the document where none of the metrics are relevant to your commitments). The successful supplier will be required to report progress against these metrics to HMRC on a quarterly basis.

○ **Security**

In the delivery of the service, the Supplier must ensure that the standards, best practice guidelines and approaches that are required to protect UK government assets contained in the **Security Policy Framework** are adhered to.

The Security Questionnaire which can be found in the eSourcing event attachments will be evaluated on a Pass/Fail basis (any individual response within each section which receives a score of 40 or below after clarification will be deemed a Fail)

The Supplier's response to the Security Questionnaire, with any subsequent amendments as may be agreed as part of a clarification process, will be included in the signed version of any resulting agreement, as confirmation that the content of the Security Plan has been agreed with HMRC.

○ **Additional HMRC Specific Terms and Conditions**

[REDACTED]

○ **Clarification Meetings**

As referred to in the HMRC Tendering Instructions document, HMRC reserves the right to request clarification with those applicants, where further clarification of their tender response is needed to ensure that all aspects of the contract requirements will be met.

Presentations will allow Suppliers to present more detailed proposals and answer any specific questions the interview panel may have regarding the written response. This stage will also provide an opportunity for the panel to meet the operational team and better understand the skills and expertise they will bring to the project.

The top 3 scoring Suppliers will be invited to a Presentation stage, unless the difference in score between the third and fourth is so small, in HMRC's opinion, to be negligible. Furthermore, if in HMRC's opinion, a significant difference in marks awarded to second and third placed Service Providers might justify meeting only the top two rated tenderers.

For those Suppliers invited to take part in the presentation stage, these are provisionally planned to take place on Wednesday 23rd November 2022.

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The presentations will be face to face in an HMRC building in Manchester.

Suppliers will be required to present a summary of their written proposal and take clarification questions from the panel. Specific details and attendees will be communicated nearer the time.

These meetings are intended to provide clarity of the Suppliers proposal. It is not an opportunity to provide additional or supplementary information unless specifically requested by HMRC.

Annex B: Draft Statement of Work Issued in ITT



Statement of Work

Learning Transformation Programme

Client-Side Partner

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Summary

Supplier	KPMG
Buyer	HM Revenue & Customs.

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Identifier	
Department	HMRC HR Function
Project Title	Learning Transformation Programme Client-Side Partner
Type of Agreement	
Call off Agreement	
SoW Start Date	09 January 2023
SoW End Date	08 October 2023
Man-days included	
Total coverage of SoW	TBC

This Statement of Work document is made by and between

AND

Learning Transformation Programme Overview

HMRC's Learning Transformation is an enterprise level four-five-year change programme with an emphasis on enabling a culture of continuous learning and building a sustainable learning operating model for the future whilst seizing early opportunities to tackle some of what's important to the business and learners today.

Whilst this requirement relates to our Learning Transformation Programme, the outputs and deliverables will also support HMRC's Strategic Workforce Transformation Programme (SWTP), a related enterprise level change programme also with an emphasis on skills. SWTP was initiated to address Executive Committee (ExCom) level workforce risks, specifically capacity and capability, linking to HMRC's most pressing business problems in relation to strategic workforce planning and career management. SWTP aims to address the challenges impacting organisational resilience and develop organisational capabilities to plan and define the future workforce needed to achieve the Department's strategy, and by doing so, improve capability, capacity, productivity and performance.

The Learning Transformation Programme (LTP) was initiated in November 2021 following an ExCom request to understand the 'as is' for Learning. An initial Discovery exercise in 2021 captured the current state of learning and these new insights informed the case for change. This exercise, which was supplemented with a further Discovery exercise in early 2022, identified a baseline spend on learning across the organisation of circa £104m per annum.

Through discovery, we identified problems with the current learning operating model and landscape which include duplication (of effort, content, systems), fragmentation, mixed employee experience (learning is often difficult to find and access), value for money & impact of learning not routinely monitored and limited alignment of learning with strategic objectives at an enterprise level.

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Discovery activity and data captured to date includes the following – HMRC wide annual spend on learning (over £100m), number of FTE working in learning roles (approx. 1300 FTE across many different and disparate business groups and functions), number and type of learning technologies (over 100 technologies), % of content in systems accessed (9%), breakdown/profile of external vendor spend and some qualitative data on perceptions of quality of learning. From the data we also identified the problem statements articulated above (para 1.4)

Our ambition is to develop an approach and federated learning operating model which supports the development of HMRC critical capabilities in a holistic way – which genuinely builds capability, ensures learning is designed or delivered once and well, has a strong underpinning in skills, and links learning to careers. Our aspiration is for a model which empowers learners to own and pull their own development whilst at the same time ensuring a strong link between learning and business performance and professional standards. A model which brings together the efforts of disparate functions & professions currently responsible for developing critical HMRC capabilities in a more joined-up, efficient and cohesive way.

A key objective is how we make our investment in learning (time, money, effort) work hardest for both HMRC and for our people (developing their capabilities and careers, with a great experience aligned to Great Place to Work (GPTW) to achieve our Strategic Objectives and core purpose.

Our ambition for Learning, expressed through GPTW is as follows:

- **Supports HMRC in achieving its organisational goals and purpose;** meeting strategic objectives, living our values and commitments, unlocking talent and potential and making it a Great Place to Work.
- **Supports HMRC and our people in a rapidly changing world** and environment, keeping pace and becoming a genuine learning organisation.

What it will look like to bring this to life is described in an extract from a LTP ExCom report from September 2022 (Annex 1 of Schedule 20 – Technical Specification).

There are approximately 50 people working in the Learning Transformation Programme as part of a multi-disciplinary team. This includes the following mix of capability and expertise: learning, programme and project management, benefits management, commercial, finance, organisation design and development, data, operational excellence, business architecture, business analysis, change management, communications and engagement.

Since the programme commenced in November 2021 and data baselined, our focus has been on setting ourselves up for success through building the programme capabilities, architecture, governance, team and delivery plans. There is a dedicated lead and team supporting each of the four workstrands (Learning Operating Model, Learning Framework, Learning Technology Eco-system and Early Innovation.)

To note in terms of our current position (not exhaustive):

- Discovery phases 1 and 2 complete and data baselined (Spend, FTE, learning technology on estate, learning content utilised).
- Business case signed off and phase 1 funding secured (to circa June/July 2023). There is a requirement to return to Investment Board in February/March 2023 to secure funding for subsequent phases.
- Early innovation agile squad set up and five early innovation opportunities / pilots agreed (including core mandatory learning).
- Breakdown and opportunities assessments of vendor spend and learning technology spend.
- Benefits plan baselined.

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- Design principles and high-level vision of future for future learning operating model and framework developed.
- Transition principles agreed for learning technology eco-system (i.e. maximise what we already have before bringing new tech on to the estate).
- Future learning funding model options produced.
- Requirements gathering for Learning Experience Platform underway.
- Stakeholder engagement at all levels (including ExCom) – mostly regarding launch of programme with some design workshops.
- Establishment of an enterprise learning leadership group to support and champion programme with SCS1/2 level representation from all business groups.
- Discrete projects within the programme have commenced including learning evaluation and mandatory learning.
- Dimensions of a Learning Organisation Questionnaire (DLQQ) planned for 20% sample of organisation in November 2022

Programme Scope

The programme scope is as follows. Please note that we expect our partner to be predominantly focused on the Federated Learning Operating Model and Learning Framework although there are some deliverables relating to other workstreams or which are cross-cutting – such as a critical review of our benefits plan/profile or the production of a phase 2 resources plan taking account of all workstreams (see section Deliverables and Delivery Milestones below for a breakdown of expected deliverables).

- **Learning Framework** – HMRC's current Learning Framework lacks cohesion; there is duplication, fragmentation, learning does not consistently map to careers or standards and colleagues can find it difficult to find learning relevant to their role. There is a plethora of learning content – of which only 9% is accessed. Whilst Business Groups have capability plans, we do not have an enterprise-wide Learning and Capability Strategy articulating capability priorities and how we will develop them. In addition to Business Groups there are 27 professions across Government, most of which exist with HMRC. HMRC 'own' the tax and operational delivery profession. Learning developed by the professions is predominantly focused on the development of capability and careers of individuals within that profession, our ambition is to better leverage the professions to support the wider development of colleagues across HMRC in line with strategic priorities where appropriate. For example, digital and tax are two business critical capabilities for HMRC. All colleagues need some level of digital skills and tax knowledge – but this isn't currently or serviced or supported by our operating model or learning framework.

This workstream is about bringing cohesion to our Learning Framework underpinned by a HMRC Learning and Capability Strategy which enables us to be clear on the skills we have, the skills we need and a plan to close the gap as well as our core, critical capabilities essential to delivering our core purpose now and in the future. The Learning Framework is about how we enable and organise HMRC's learning offer inclusive of core (for example power or soft skills such as communication), technical/professional learning (for example project management), leadership and management development and behaviours so that it is cohesive, accessible and of high quality – and designed / delivered once and well. It must take account of the curriculum and content developed by [Government Skill and Curriculum Unit \(GSCU\)](#) and through the cross government [professions](#). A modular learning framework which incorporates learning from GSCU, Professions and HMRC bespoke is our direction of

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travel. Our future Learning Framework must also support an experience, exposure, education approach to learning and a culture of continuous learning.

- A new **Federated Learning Operating Model** inclusive of people, technology and process elements. Our current learning operating model has emerged over time – it has not been designed. It is completely de-centralised – with many disparate functions, professions, groups responsible for learning. Accountabilities are often unclear, there is limited coordination and no enterprise-wide governance of investment in learning. This results in duplication of effort and content and means we have no enterprise view of whether we are putting our collective investment in learning to the best possible use. The learning organisation often operates as an order-taker rather than a performance consultant or strategic partner.

A key programme deliverable is therefore the design of a blueprint for a new federated learning operating model and associated policies, processes, systems and capabilities. We have started to define our future state which at this point is conceptual. At the point our partner joins we will have some high-level options for this. Our ambition is for a federated operating model which is efficient and effective, which supports the development of HMRC critical capabilities in a holistic way – which genuinely builds capability, ensures learning is designed/delivered once and well, has a strong underpinning in skills, links learning to careers and enables an experience, exposure and education model of learning.

We are interested in exploring the potential to develop Capability Academies for our 4-5 strategic or critical capability priorities – bringing together functions & professions supporting these in a more joined up way. Our aspiration is for a model which empowers learners to own and pull their own development whilst at the same time ensuring a strong link between learning and business performance – all underpinned by a modular Learning Framework. One of the questions we are exploring early on, is whether our approach to career management would be supported by a Capability Academies model or whether this should be de-scoped.

- **Learning Technology Eco-System** - The blueprint for a design of a new learning technology ecosystem and associated strategy, policy, plans, processes, systems that will bring together the different learning and non-learning technologies in a cohesive & accessible ecosystem. Currently, we have over 100 technologies supporting learning but have no strategy or framework to manage this – with some gaps in provision (for example we do not have Learning Experience Platform functionality).
- **Early Innovation** – A fundamental principle of our approach to transformation is maximising opportunities for early innovation and changing as we go. As part of this approach, we have established a dedicated early innovation squad focused on identifying, triaging and delivering a suite of early innovation opportunities and associated pilots to be agreed with Business Groups. This will deliver iterative benefits year on year whilst the major changes happen in longer time.

Partner Support Outcomes

We are seeking the following outcomes through partner support (see section Deliverables and Delivery Milestones below for a breakdown of expected deliverables).

At the end of the contract – we must be able to say:

- HMRC has a deeper understanding of the problems and opportunities associated with our current learning landscape and the specific action/s necessary to address or leverage these within the programme.

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- HMRC has confidence that our investment in learning (i.e. cost) is appropriate and comparable to organisations of a similar size, nature and complexity.
- Our approach to Learning Transformation and our future plans are bold, innovative and deliverable.
- HMRC has a clear blueprint for our future learning operating model and framework, an understanding of what it will take to implement taking account of organisational readiness / current position and a high-level plan to implement.
- HMRC has a clear view of the activities, resources and sequencing which will enable the successful delivery of Learning Transformation Programme outcomes.
- HMRC can deliver value and outcomes through the programme more quickly and with greater impact. Right now we have committed to delivering a series of blueprint and strategies by June 2023 – we would like to bring forward implementation or aspects of implementation where this delivers or releases value more quickly or enables the rest.
- HMRC has an approach and methodology to devising Learning and Capability Strategy and an understanding of the skills we have, the skills we need and a plan to close the gap (from a learning and development perspective).
- HMRC has identified and commenced a range of early innovation opportunities and core programme activities critical to our ongoing success.
- Increased stakeholder confidence in the programme and benefits profile.

General Requirements

The programme is following a phased approach aligned to the HMRC project delivery lifecycle with distinct phases of activity through Design, Refine, Deliver and Closure over a 5-year period.

The programme is currently in Phase 1 – Design - with a focus on developing the design of the future HMRC Learning Strategy/Framework, Learning Federated Operating Model and Learning Technology Ecosystem- however with some elements of implementation.

Future phases will focus on Phase 2: refining the design and implementation and Phase 3: embedding change and continuous improvement.

We are looking for a partner to work with us, to provide independent challenge and assurance and to augment capability bringing deep insight and expertise in learning.

We are looking for this partner to play the role of critical friend and innovator – but also to provide some hands-on support with diagnostic and design activity. We can however utilise some of our internal programme team to undertake / augment activity undertaken or supported by our partner.

We are looking for independent support and assurance in respect of strategy, planning, opportunity maximisation and problem solving through Phase 1 of the programme and specifically in the following areas:

- A diagnostic/s and maturity assessment of the current learning landscape (not repeating what has already been done*). As we have started to articulate our desired end or to be-state – a focus of the diagnostic would be how we move to this and in what order.
- Support with identifying and prioritising early opportunities and demonstrating value and impact. Identifying and prioritising the changes (for example to our current learning operating model) that will deliver the most business impact.
- To benchmark, provide expertise and share examples of learning and career management best practice and insight from the public and private sector which supports strategic decision making (e.g. regarding sequencing of programme activity or significant operating model design choices).

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- Innovative and value add approach.
- To work with us in partnership and as one team. Note the vision, strategic direction and programme management is internally led. It is important that our selected partner listens to our needs and is able to flex /adapt their approach, course correct or tackle problems which arise.
- To help build internal capability through knowledge transfer including across Other Government Departments.
- To help us to have better and different conversations with our business around learning and performance and to support the creation of a continuous learning culture.
- To provide expertise and support to the development of a HMRC Learning and Capability Strategy which potentially has its basis in skills/skills as currency.

Specific Requirements

The Partner will work alongside the HMRC programme team – which is made up of multi-disciplinary expertise from across HMRC.

The Partner will be expected to deliver the following key deliverables in Phase 1. (See section Deliverables and Delivery Milestones below for a breakdown of expected deliverables).

Diagnostics: To deliver a detailed Diagnostic/s / maturity assessment to understand the as-is of learning landscape and the organisational learning operating model which identifies opportunities, options and recommendations (costed where appropriate and with benefits/disbenefits) regarding the to-be or future state – in the context of the future state we have already started to articulate which at this stage is conceptual. The scope of this diagnostic would include HMRC's current approach to delivering / enabling learning and the underpinning learning framework and operating model.

To include a strategic level maturity assessment of our current framework and operating model against what good looks like and our desired end state (which might include Capability Academies around 4-5 strategic capability priorities).

As part of this diagnostic – we are also looking for recommendations around career management and how a new operating model could support capability building in a more holistic way, linking learning to careers and enabling an experience, exposure, education approach to learning and development. We are also looking for recommendations for where / how we might deliver early benefits/value. As we have started to articulate our future state, the diagnostic activity focus should be focused on how we start to move to this and in what order.

The opportunities / recommendations should take into account HMRC context but also be informed by insight into industry best practice in public and private sector. This will include a specific diagnostic of our operating model and approach to tax and compliance technical learning with recommendations.

To inform this diagnostic activity we would expect our partner to support and/or undertake engagement with stakeholder groups – including (but not limited to) engagement with the Tax and Compliance profession to identify their learning and career management priorities.

We are also looking for some discrete reviews / independent assessments of things like our benefits profile and early innovation squad set up.

Learning Federated Operating Model and Framework: To produce the detailed design/blueprint of the future HMRC learning federated operating model informed by diagnostics, industry benchmarking and case studies and stakeholder engagement.

This blueprint should articulate our end state for future learning operating model and encompassing the organisational capabilities, people capabilities, structure (which may include Capability Academies), processes, functions and governance needed to meet HMRC's needs. In addition, the production of a blueprint / visual of our future Learning Framework (modular) which underpins or sits alongside this operating model.

Learning & Capability Strategy: Expert advice and support regarding the development of a HMRC Learning and Capability Strategy and identifying / mapping the skills & people capabilities we need for the future, our level of expertise in these and a plan to grow these skills/capabilities. We are also interested in methodologies / expertise to support capability mapping or learning needs analysis.

Phase 2 Delivery / Implementation Plan: The production of the transition plans and an approach to enable HMRC to move from the 'as is' to the 'to be', including the sequencing and approach timing of programme activity (for example - a linear approach to design/implementation of a federated learning operating model vs an iterative approach - anchoring key parts of operating model early to accelerate / enable change.) Also - insight based recommendations regarding early innovation opportunities which have the greatest impact. We are looking for detailed plans regarding the Learning Framework and Operating Model workstreams but also some recommendations regarding next steps and any niche resource required as regards our Learning Technology Eco-system workstream.

Resource Plan: Recommendations for resourcing future phases of the programme including any expert support such as technical capability to deliver the Learning Technology Ecosystem.

People Related Requirements

The successful Service Provider must have relevant people, suitable assets, and deep experience. Critically, we will be looking for vendors to showcase their capabilities by demonstrating their expertise in:

- Deep Learning and Development subject matter expertise.
- Experience of Learning transformation, learning organisation operating model design and learning and capability strategy.
- Organisational Learning and capability strategy.
- Approaches / methodologies to promoting a culture of continuous learning.
- Experience of advising on organisational career management approaches or practices (aligning career development of employees with organisational goals/strategy).
- Undertaking diagnostic activity/ maturity assessments to inform design options and plans.
- Partnering with organisations to deliver similar transformation programmes with evidence of accelerating progress and adding value.
- Operating in and effecting change in large, complex organisations.
- Producing prioritised, costed, evidence-based recommendations and options.

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- Identifying and prioritising the changes that will deliver the most business impact.
- Benchmarking, researching and providing insight which supports strategic decision making.
- Genuine partnership working.
- Helping to build internal capability through knowledge transfer

In addition, the team supporting us will need to include individuals of the right level of seniority and experience to deliver the outcomes and engage with senior stakeholders in HMRC i.e. Director Generals. We will work with the Service Provider to ensure we have the right capabilities in the internal team to support the work. HMRC would anticipate a resource model similar to table 1 below, however this is not prescriptive and suppliers are welcome to present their own resource models and reasoning. Key staff specific to delivery of the supplier proposal are detailed in Schedule 4 (Call Off Tender)

[REDACTED]

Table 1

Support	Time
MD Level	2- 3 days month
2 x Principal	2-3 days per week
2 x Consultant	4 days per week
Junior support	As required

Table 2

[REDACTED]

Deliverables & Delivery Milestones

The following deliverables are required for this Statement of Work period:

Deliverable	Sub Deliverable / Description	Estimated Timeline
1.Diagnostics/reviews	<ul style="list-style-type: none"> • A critical assessment of the Learning Transformation early innovation portfolio to identify the relative tactical or strategic value of initiatives and to assess the set-up of the Early Innovation squad function in terms of how it fits with Learning Innovation best practices and how it could improve. • An independent critical review & report of our benefits realisation plans and of 	January-February 2023

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	<p>alignment within our planning and critical delivery plans to realise the benefits (are we doing enough of the right/tactical things?). As part of this – an independent assessment of our appraisal of vendor and technology spend to provide assurance and to identify any additional opportunities.</p> <ul style="list-style-type: none"> • Benchmark assessment of HMRC learning spend (total/vendor/technology/FTE) comparative to other large, complex organisations with a significant professional function like tax. • An early assessment and recommendation on whether career management for tax and compliance professionals should be retained within the learning operating model design workstream or descope and established as a separate workstream. • A strategic level maturity assessment with recommendations of the HMRC Learning organisation and framework benchmarked against industry standards and similar organisations (what does a high performing learning organisation look like in key elements such as governance, capabilities, agility etc)– and where do we rate against that – what specific actions are necessary to advance our maturity? • An enterprise level gap analysis and set of recommendations on priority areas, sequencing and the approach to develop the capabilities needed to achieve our desired end state (which might include 4-5 Capability Academies as part of our federated operating model and a modular learning framework) • A change capacity/ readiness assessment. To cover - what is the organisations ability to adapt to/ readiness to 	<p>January 2023</p> <p>January 2023</p> <p>January-February 2023</p> <p>March - April 2023</p> <p>March - April 2023</p>
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	<p>move to future state / operating model – what are the implications for sequencing / implementation? What is the gap between our current and desired state?</p> <ul style="list-style-type: none"> • Design of stakeholder engagement interviews / workshops. • Data, insight and other outputs from stakeholder engagement (themed with recommendations) relating to learning and career management priorities and our learning operating model. These workshops will also inform design of future operating model and may be targeted towards specific segments of the organisation such as tax and compliance. • Reports informed by data / insight / stakeholder engagement which provide recommendations for programme consideration regarding actions – to include recommendations on learning and career management priorities for tax and compliance professionals. • A detailed report or reports, options and recommendations based on the findings from the diagnostics including: 	<p>April - May 2023</p> <p>February 2023</p> <p>February – August 2023</p> <p>February-August 2023</p> <p>As instructed.</p>
2.HMRC Learning Operating Model & Framework	<ul style="list-style-type: none"> • A detailed blueprint of the end-state learning organisation / federated operating model informed by the diagnostic and industry benchmarking, outlining the organisational capabilities, people capabilities, structure (which may include Capability Academies), processes, functions and governance needed to meet HMRC's needs. 	<p>May 2023</p>

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	<ul style="list-style-type: none"> ○ To include function, structure, roles accountabilities and FTE for future state • A blueprint of the end state modular HMRC Learning Framework (which brings together core and common learning, enables learning to be designed/delivered once and well and which takes account of GSCU five curriculum strands and the cross-government professions) • Execute cost analysis and identify investment required / benefits and disbenefits associated with recommendations • A costed, prioritised implementation plan/roadmap regarding the future operating model and framework. • Contribute to the more granular design of our first Capability Academy. • Where appropriate the development or support with the development of policies, procedures, guidance, role profiles or other artefacts associated with the operating model. • Presentation/s to senior stakeholders together with appropriate artefacts. 	<p>May 2023</p> <p>May-June 2023</p> <p>June 2023</p> <p>June-August 2023</p> <p>TBC</p> <p>As instructed</p>
3.Learning & Capability Strategy	<ul style="list-style-type: none"> • Options / recommendations for processes underpinning the development of a HMRC wide Learning and Capability Strategy and Action plan (such as Learning Needs Analysis, Capability mapping, Skills audit), • Design / undertaking of stakeholder engagement exercises to support strategy development. 	<p>January - February 2023</p> <p>February 2023</p>
4.Delivery Plan	<ul style="list-style-type: none"> • Develop costed delivery plans for all recommendations with clear timescales • An independent, critical assessment of Learning Transformation programme plans in view of diagnostic / design work undertaken. 	<p>June-July 2023</p> <p>June-July 2023</p>

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	<ul style="list-style-type: none"> • A report with recommendations / options on sequencing and timescales in view of above. • A proposed high level implementation plan for phase 2 of the programme. 	<p>June-July 2023</p> <p>June-July 2023</p>
5.Resource Plan	<ul style="list-style-type: none"> • An independent review of Learning Transformation Programme resources and expertise, identification of any gaps / barriers and recommendations for required skills, team structure and resources for subsequent phases of the programme • A costed proposal plan which sets out capabilities we require and when aligned to transformation / roadmap / delivery plan (e.g. any niche technology capabilities required in respect of learning technology eco-system workstream in subsequent phases). Do we have the right skills and expertise to deliver in subsequent phases? 	<p>June -July 2023</p> <p>June – July 2023</p>

Key Performance Indicators (KPIs)

- To be agreed and baselined between HMRC and Supplier:

KPI	Description
Timeliness	Min 90% of milestones/deliverables agreed at the outset on time (unless variations mutually agreed or milestones not achievable for reasons beyond control of supplier)
Reporting	Min 90% fortnightly reports to programme senior leadership team on time and of prior agreed quality and active monitoring and reporting on contracts risks (contract related such as change of scope and supplier related such as resource issues)
Value	A measurable increase in programme benefits and/or delivery speed against baseline (baseline to be agreed at outset).
Delivery	To agreed quality standards agreed at outset and defined in acceptance criteria.

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Stakeholder Feedback	Positive stakeholder feedback (which may include a minimum net promoter score or equivalent of 7/10) against pre-agreed criteria.
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Considerations

- The supplier is expected to work with the programme collaboration tools (O365 suite)
- Supplier will be compliant with Off-payroll working rules (IR35)
- Supplier resources will have appropriate levels of security clearance

Responsibilities

1. HMRC are responsible for assuring the suitability of the outputs. In order to do this HMRC will provide a named individual who will meet with the supplier each week to ensure quality of delivery.
2. The Supplier will provide a named individual within 1 weeks of appointment who will interface with the HMRC named contract and be responsible for handling issues and escalations.
3. HMRC will be provided with 72 hours' notice for each new named individual working for the service provider.
4. HMRC will create distinct area within SharePoint for supplier to undertake project/issue tracking management.

Acceptance Criteria

1. The acceptance criteria shall be that the Deliverables materially conform to the specifications and descriptions set forth above.
2. HMRC will review each deliverable from the supplier and any deficiency identified by HMRC during a period of 10 business days after delivery will be immediately notified to the Supplier in writing (By email or otherwise). In the event that a deficiency is duly notified during such period, Supplier shall within 10 business days remedy the deficiency and resubmit the deliverable for further acceptance review.

Location of work

3. The primary HMRC location will be the HMRC Manchester Regional Centre (Three New Bailey, Salford, M3 5AX & Trinity Bridge House, Salford)
4. Where appropriate HMRC will authorise working from the Suppliers premises.
5. As part of the delivery, for example to conduct stakeholder workshops and meetings, it may be necessary for the Supplier to travel to other HMRC sites upon request.

Off Boarding and Termination

1. As stated in the call off contract, the client has the right to reduce the rate of development or delivery of service contained within SoW when required.
2. Should this happen, Supplier and Client will mutually agree a reduction in the service with a two week notice period. The outcome of which will likely be a reduction in team size by the supplier.
3. The notice period should be given in writing (normally by email). The receiving party must acknowledge receipt of request within 24 hours.

Overtime and on-call

It is not anticipated that there will be a requirement for overtime or on-call requirements.

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Other Comments (including Assumptions, Risks, Dependencies)

The following are the key assumptions and dependencies on which the above proposal is based:

- The HMRC responsibilities and obligations described in the Work Order referenced above will be fulfilled.
- HMRC will not be responsible for the provision of non-supplier resources to deliver the change management services but will provide a steer in order to connect the supplier to departmental specific interest groups and functions.
- BPSS will be required as standard for all.
- Any changes to the scope of work to be delivered are subject to a change control process.

Any additional resources required will be on-boarded by HMRC as per dates agreed.

Payment Plan

The proposed payment plan is of 9 monthly payments as per the final agreed resource model. (Call Off Schedule 5 – Pricing Details)

Supplier Proposal

The Supplier Proposal and the key staff specific to delivery of the supplier proposal are detailed in Schedule 4 (Call Off Tender)

Any changes must be agreed within 14 days of the Statement of Works commencement date.

Joint Schedule 4 (Commercially Sensitive Information)

1. What is Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:
 - Fees (total fee may be disclosed but the following is sensitive):
 - Hourly rates/ breakdown of fees
 - Details of contingent fees
 - Split of fees between fixed and Time and Materials
 - Any proprietary information – such as KPMG methodologies etc.
 - Period of sensitivity: 5 years
 - Reason for Sensitivity / Implications of Disclosure: This information is commercially sensitive to KPMG and disclosure would prejudice our commercial interests. Exempt under FoIA S43

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: [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

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	The Relevant Authority is Controller, and the Supplier is Processor
Duration of the Processing	The duration of processing will be in line with the length of this call off agreement and any subsequent extension period.
Nature and purposes of the Processing	Administration of this Agreement Provision of Services Management and exercise of Parties' rights and obligation under this agreement
Type of Personal Data	name, address, date of birth, NI number, telephone number etc.
Categories of Data Subject	Personnel of each party

<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The data will be held for a statutory 7 years and then be destroyed</p>
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