

FRAMEWORK SCHEDULE 4

Part 1: Pro Forma Letter of Appointment



Care Quality Commission
Commercial and Contracts Team
6th Floor
Citygate
Gallowgate
Newcastle upon Tyne
NE1 4PA

[REDACTED]
Actica Consulting Limited
4 Sterling House
Sterling Road
Guildford
Surrey
GU2 7RF

Ref: CQC PSO 109

Date: 22nd May 2017

Dear Sirs,

1. Contract for the provision of consultancy services by **Actica Consulting Limited of 4 Sterling House, Sterling Road, Guildford, Surrey GU2 7RF** as Supplier to the **Care Quality Commission of 151 Buckingham Palace Road, London SW1W 9SZ** as Customer pursuant to the Consultancy ONE Framework Agreement (RM 1502) between the Minister for the Cabinet Office acting through Crown Commercial Service as the Authority and the Supplier

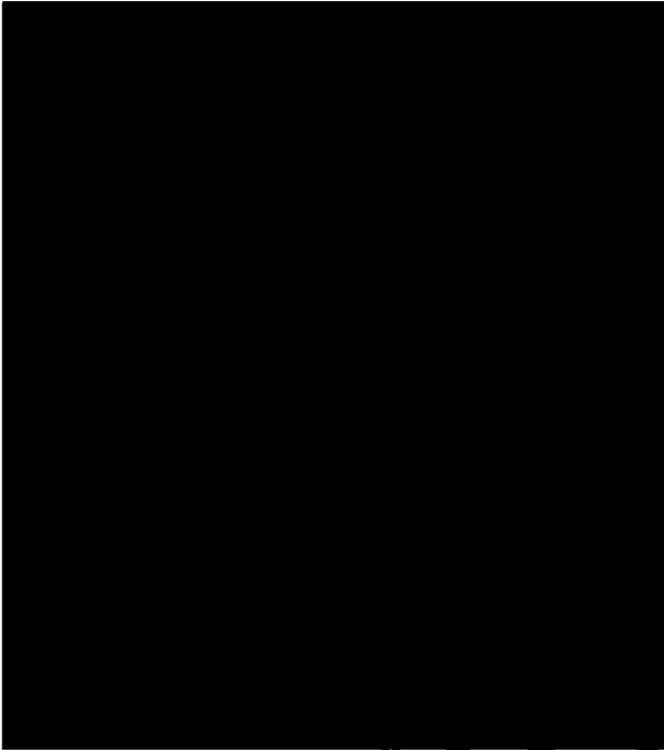
We refer to the above-mentioned Consultancy ONE Framework Agreement (the "Framework Agreement"). For the purposes of this Letter of Appointment:

- capitalised terms and expressions used in this Letter of Appointment have the same meanings given to them in or pursuant to the Call-Off Terms attached to this Letter of Appointment unless the context otherwise requires;
 - references to Appendices are references to the appendices to this Letter of Appointment; and
 - the Appendices shall form part of this Letter of Appointment.
2. This Letter of Appointment constitutes an Order for the provision by you to us of the Contract Services (specified in Appendix 1) from the Effective Date (specified in Appendix 1) on the basis of the Day Rates / Contract Charges (set out in Appendix 2) and, save as varied and / or supplemented pursuant to the provisions (set out in Appendix 3) in accordance with the Call-Off Terms.
 3. This Order is placed under Lot number 1 of the Framework Agreement.
 4. The Supplier's Representative with overall responsibility for the supply of the Contract Services is:

[REDACTED]
Actica Consulting Ltd
4 Sterling House

Sterling Road
Surrey Research Park
Guildford
Surrey
GU2 7RF

The Key Personnel assigned to the supply of the Contract Services are:



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5. The Customer's Representative for the purpose of the Contract is:



Any disputes in relation to the Contract shall be escalated via the Customer's Representative in the first instance.

6. The Base Location from which the Contract Services will be performed is 151 Buckingham Palace Road, London SW1W 9SZ.

7. ADDITIONAL SERVICES

7.1 The purpose of the overall contract is to provide Business Analysis and Change Management & Delivery services, in order to enable and support the development of the Customer's target operating model by providing a mechanism and pool of specialist skills to upscale the Customer's specialist teams, to meet the change needs of the organisation.

7.2 The Customer may require the following Additional Services, which will be directly linked to CQC's ongoing change programme:

Business Analysis

- Business Process Modelling
- Business Requirement Engineering
- Business Analysis In an Agile setting

- **Business Analysis in a Digital setting**
- **Options Appraisal**
- **Technical Assurance**
- **Business Acceptance**

Change Management & Delivery

- **Change Analysis**
- **Scoping and Planning**
- **Change Delivery**

7.3 The Customer may require the Additional Services in the following circumstances:

7.3.1 if, following the Initial Services the Customer considers that the Additional Services are required on the basis of the outcome of the Initial Services and any recommendations or identified requirements; and

7.3.2 the Customer obtains the necessary budget approvals for the Additional Services

7.4 In the event that the Customer requires the Additional Services (in accordance with Appendix 1) the Parties agree the following:

7.4.1 the Contract Charges will remain the same as set out in Appendix 2, payable in accordance with clause 3 of the Call-Off Terms; and

7.4.2 The Parties will use the process contained in clause 2.2 of the Call-Off Terms to vary the Order.

8. For the purposes of the Contract, the address of each Party is:

- for the Customer:

Care Quality Commission
151 Buckingham Palace Road, London SW1W 9SZ



- for the Supplier:

Actica Consulting Ltd
4 Sterling House, Sterling Road, Surrey Research Park
Guildford GU2 7RF

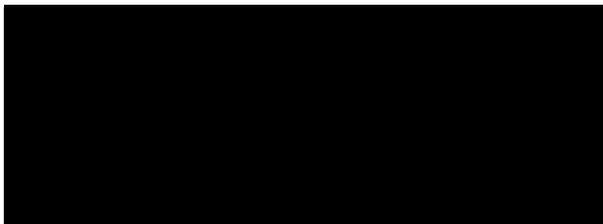


10. The Customer hereby confirms that the applicable law for this contract shall be the laws of England & Wales and, if necessary, an appropriate alternative clause in the Call-Off Terms shall be activated accordingly. Where the laws of Scotland/Northern Ireland have been stipulated, all references hereafter in this Letter of Appointment or in the attached Call-Off Terms to legislation or regulations shall be read as if mention had been made of the Scottish/Northern Irish equivalent. Further, this Letter of Appointment and the attached Call-Off Terms shall be construed as closely to the intention of the original wording as the chosen law so permits.

Please would you return the attached duplicate of this Letter of Appointment with the acknowledgement signed by the appropriate authorised individual within your organisation.

You should be aware that by signing and returning this Letter of Appointment you will have entered into a legally binding contract with us to supply the Contract Services specified in Appendix 1 and represent and warrant that you have carried out a conflict check in relation to such contract that revealed no conflicts of interest.

Yours faithfully



For and on behalf of the Supplier:

I hereby confirm receipt of the above Letter of Appointment and the agreement of Actica Consulting Limited to provide to the Care Quality Commission the Contract Services as specified in the Letter of Appointment in accordance with its terms.

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

**Appendix 1
(Contract Services)**

1. TERM

1.1 Effective Date

- 1.1.1 This Contract shall commence on **12th June 2017**.
- 1.1.2 Delivery of the Initial Call-Off Requirement (and any subsequent Call-Off requirements identified) will occur within the duration of the overarching contract.

1.2 Expiry Date

- 1.2.1 This Overarching Contract shall expire on:
- 1.2.1.1 **11th June 2018**
- unless terminated earlier pursuant to this Contract.
- 1.2.2 The Overarching Contract may be extended for a period of up to an additional twelve (12) months, subject to satisfactory contractual performance and agreement by both parties.
- 1.2.3 Should a twelve (12) month extension to the original contract term be agreed, the Overarching Contract will then expire on **11th June 2019**.

2. SERVICES REQUIREMENTS

2.1 Services Required

Please refer to **Schedule 2 - Statement of Requirements (page 54)**

3. PERFORMANCE OF THE SERVICES AND DELIVERABLES

3.1 Implementation Plan and Milestones (including dates for completion)

- (i) The Implementation Plan for each identified requirement (including the initial call-off requirement) will be developed by the Supplier and shared with the Customer in advance of the delivery of each identified requirement commencing.
- (ii) If so required by the Customer, the Supplier shall produce a further version of the Implementation Plan in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services.
- (iii) The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- (iv) The Supplier shall perform its obligations so as to achieve each Milestone by the Milestone

Date.

- (v) Changes to the Milestones shall only be made in accordance with the variation procedure and provided that the Supplier shall not attempt to postpone any of the Milestones using the variation procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a Milestone by the relevant Milestone Date).

3.2 Milestones (including dates for completion)

The key milestones which form part of the overarching contract are detailed below:

Description	Target Date	Action to Achieve Milestone
Produce and agree a delivery plan including itemised and prioritised deliverables	1 week after call-off 'kick off' meeting	Ensure plan is delivered and agreed between supplier and CQC
Delivery of each agreed deliverable	Delivery by estimated completion date as detailed in the delivery plan	Deliverable agreed between CQC and supplier as satisfactorily complete
Post-Delivery Review	Within 2 weeks of completion date	Date of post-delivery review meeting to be agreed as part of delivery plan

Please note that for both the initial call-off requirement and any other subsequent requirements called off from the overarching contract, requirement-specific milestones will be jointly agreed as part of delivery planning between the Contractor and CQC.

3.2 Performance Monitoring

Both the overarching Contract and call-off requirements will be closely monitored and managed by [REDACTED] as the responsible owner for the programme of work across CQC. The nominated individual will maintain the overall diligence of both the work carried out by the Contractor under the initial call-off requirement and any subsequent call-off services arising under this Contract.

It is envisaged that monthly meetings are to be held for governance purposes and to ensure agreed milestones are met, delivery of the project takes place within defined budget parameters and the identified outcomes/requirements are in line with the intended outcomes of the wider requirement for Business Analysis and Change Management & Delivery.

It is also envisaged that the monitoring of the initial call-off requirement and any subsequent call-off services arising under this Contract will be undertaken by weekly calls (as a minimum) between the Contractor and CQC, to update on progress, provide feedback and review all expenditure arising in the delivery of the service(s).

Following completion of the initial call-off service (and any subsequent service requirements which are to be delivered), the Contractor will attend a post contract review with CQC to review whether the objectives of the contract were met, to review the benefits achieved and to identify any lessons learnt for future projects.

4. SECURITY

4.1 Security Requirements (including details of the outline security management plan and policy)

Please refer to Schedule 1 (appended to the Call-Off Terms)

Appendix 2: Contract Charges



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Appendix 3: (Variations and/or supplements to the Call-Off Terms)

1. REVIEW CLAUSE - ADDITIONAL SERVICES

- 1.1 The purpose of the overall contract is to provide Business Analysis and Change Management & Delivery services, in order to enable and support the development of the Customer's target operating model by providing a mechanism and pool of specialist skills to upscale the Customer's specialist teams, to meet the change needs of the organisation.
- 1.2 The Customer may require the following Additional Services, which will be directly linked to CQC's ongoing change programme:

Business Analysis

- Business Process Modelling
- Business Requirement Engineering
- Business Analysis in an Agile setting
- Business Analysis in a Digital setting
- Options Appraisal
- Technical Assurance
- Business Acceptance

Change Management & Delivery

- Change Analysis
- Scoping and Planning
- Change Delivery

- 1.3 The Customer may require the Additional Services in the following circumstances:
- 1.3.1 if, following the Initial Services the Customer considers that the Additional Services are required on the basis of the outcome of the Initial Services and any recommendations or identified requirements; and
- 1.3.2 the Customer obtains the necessary budget approvals for the Additional Services
- 1.4 In the event that the Customer requires the Additional Services (in accordance with Appendix 1) the Parties agree the following:
- 1.4.1 the Contract Charges will remain the same as set out in Appendix 2, payable in accordance with clause 3 of the Call-Off Terms; and
- 1.4.2 The Parties will use the process contained in clause 2.2 of the Call-Off Terms to vary the Order.

Part 2 – Call-Off Terms

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Contract, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

"Authority" means THE MINISTER FOR THE CABINET OFFICE ("**Cabinet Office**") as represented by Crown Commercial Service, being a separate trading fund of the Cabinet Office without separate legal personality, whose office is at the 9th floor, The Capital, Old Hall Street, Liverpool, L3 9PP;

"Base Location" means the location, specified by the customer (in the Letter of Appointment), at which the majority of the Required Services shall be delivered;

"Call-off Term" means subject to Clause 8 (Termination), the term of this Contract as determined in accordance with section 1 of Appendix 1 to the Letter of Appointment.

"Change of Control" means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010.

"Commercially Sensitive Information" means the Confidential Information listed (and as updated from time to time) in Framework Schedule 8 (Commercially Sensitive Information) comprising commercially sensitive information:

- a) relating to the Supplier, its IPR or its business or information which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
- b) that constitutes a trade secret;

"Confidential Information" means as the context allows, the Customer's Confidential Information and/or the Supplier's Confidential Information;

"Contract" means the written agreement between the Customer and the Supplier consisting of the Letter of Appointment, these Call-Off Terms (save to the extent varied by the Letter of Appointment) and any other documents incorporated into either of them by reference or attachment;

"Contract Charges" means the prices (exclusive of any applicable VAT), payable to the Supplier by the Customer under the Contract for the full and proper performance by the Supplier of the Contract Services;

"Contract Mediator" has the meaning set out in clause 23.2.5.1;

"Contract Services" means the Services to be supplied by the Supplier to the Customer as set out in the Letter of Appointment;

"Customer" means the Contracting Body named in the Letter of Appointment;

"Customer's Confidential Information" means all the Customer's Personal Data and any information however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Customer, including all Intellectual Property Rights, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

"Customer's Personal Data" means the Personal Data supplied by the Customer to the Supplier and, for the purposes of or in connection with the Contract;

"Customer's Representative" means the representative of the Customer appointed by the Customer from time to time in relation to the Contract and notified to the Supplier;

"Day Rate" means the rate per day per grade tendered by the Supplier in the Supplier's proposal that shall never be exceeded within this Contract;

"Deliverables" means those deliverables listed in Appendix 1 of the Letter of Appointment;

"Effective Date" means the date on which the Contract shall take effect as stated in paragraph 1 of Appendix 1 to the Letter of Appointment.

"Equality Legislation" means the Equality Act 2010, the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Work and Families Act 2006, the Human Rights Act 1998 and/ or other relevant or equivalent legislation against discrimination.

"Framework Agreement" means the framework agreement between the Authority and the Supplier referred to in the Letter of Appointment

"Fraud" means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown;

"Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and the requirements of any Regulatory Body which is responsible for regulating the Supplier and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in providing Services similar to the Contract Services;

"Grave Misconduct" means grave misconduct within Regulation 23(4)(e) of the Public Contracts Regulations 2006 as amended and includes:

- (a) poor performance or serious or persistent breaches which have led to the early termination of a contract between the Crown or any Contracting Body and the Supplier; or
- (b) poor performance or a serious breach or breaches which are the subject of proceedings concerning a contract between the Crown or any Contracting Body and the Supplier; or
- (c) serious financial irregularities on the part of the Supplier (within any legal jurisdiction); or
- (d) misconduct which would be regarded as serious by any regulatory body for a trade or profession,

and for the purposes of the foregoing "proceedings" includes arbitration proceedings which have been commenced or court proceedings where a letter before action or a notice of claim has been issued);

"Implementation Plan" means the plan referred to in Appendix 1 to the Letter of Appointment;

"Intellectual Property Rights" or "IPR" means:

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), Know-How, trade secrets and moral rights and other similar rights or obligations;
- b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off;

"Information" has the meaning given under section 84 of the FOIA

"Key Personnel" means any individuals identified as such in the Letter of Appointment and any replacements for such individuals that may be agreed between the Parties from time to time in accordance with Clause 2.3;

"Law" means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, rule of common law, regulatory policy, guidance or

industry code, judgment of a relevant court of law, or directives or statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of Court or directives or requirements of any Regulatory Body, delegated or subordinate legislation;

"Letter of Appointment" means the letter from the Customer to the Supplier dated [TBC] (including its appendices) constituting the Order to provide the Contract Services;

"Material Breach" means a material breach of this Call-Off Contract;

"Milestone" means an event or task described in the Implementation Plan which must be completed by the corresponding date set out in such plan.

"Order" means an order for the provision of the Contract Services placed by a Customer with the Supplier in accordance with the Ordering Procedures, substantially in the form as set out in the Letter of Appointment (including its appendices)

"Party" means the Supplier or the Customer and **"Parties"** shall mean both of them;

"Persistent Failure" means any two (2) or more failures by the Supplier in any rolling period of twelve (12) months to comply with obligations in respect of the Contract Services under the Contract;

"Premises" means land or buildings owned or occupied by the Customer and of such government agencies or departments or non-departmental public bodies that the Secretary of State from time to time may specify;

"Prohibited Act" means;

(a) directly or indirectly offering, promising or giving any person working for or engaged by any Contracting Body a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity; or

(b) committing any offence:

(i) under the Bribery Act 2010; or

(ii) under legislation creating offences concerning fraudulent acts; or

(iii) at common law concerning fraudulent acts in relation to this Framework Agreement or any other contract with the Authority and/or any Contracting Body; or

(c) defrauding, attempting to defraud or conspiring to defraud the Authority and/or any Contracting Body;

"Regulatory Bodies" means government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract and **"Regulatory Body"** shall be construed accordingly;

"Security Management Plan" means the Supplier's security management plan prepared pursuant to Schedule 1 to these Call-Off Terms as updated from time to time with the agreement of the Customer;

"Security Policy" means the Customer's security requirements as set out in section 4.1 of the Letter of Appointment and as outlined in Schedule 1 to these Call-Off Terms;

"Service Levels" means the service levels set out in Annex 1;

"Sites" [means any premises from which the Contract Services are provided or from which the Supplier manages, organises or otherwise directs the provision or the use of the Contract Services or where any part of the Supplier System is situated or where any physical interface with the Customer's hardware, software and/or telecommunications networks or equipment used by the Customer or the Supplier in connection with the Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System takes place;

"Sub-Contract" means the Supplier's contract with a Sub-Contractor whereby that Sub-Contractor agrees to provide to the Supplier the Contract Services or any part thereof or facilities or services necessary for the provision of the Contract Services or any part thereof or necessary for the management, direction or control of the Contract Services; and

"Sub-Contractor" means any person appointed by the Supplier to carry out any and or all of the Supplier's obligations under the Contract.

"Supplier" means the Supplier to whom the Letter of Appointment is addressed;

"Supplier's Confidential Information" means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including all Intellectual Property Rights, together with information derived from the foregoing, and that in any case is clearly designated as being confidential;

"Supplier's Representative" means the representative appointed by the Supplier from time to time with overall responsibility for this Contract and notified to the Customer;

"Supplier's Staff" means all persons employed by the Supplier and/or any Sub-Contractor to perform the Supplier's obligations under the Contract together with the Supplier's and/or any Sub-Contractor's servants, consultants, agents, suppliers and Sub-Contractors used in the performance of the Supplier's obligations under the Contract;

"Supplier System" means the information and communication technology system used by the Supplier in performing the Contract including any information, communication and technology equipment and items provided by the Customer to the Supplier for the Supplier's use in the performance of its obligations under this Contract. This shall not include however the Customer's hardware, software and/or telecommunications networks or equipment used by the Customer or the Supplier in connection with the Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System and which is necessary for the Customer to receive the Contract Services;

"Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales; and

1.2 Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" "for example" and "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation" and shall not limit the general effect of the words which precede them;
- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 the Appendices, Annexes and Schedules form part of these Call-Off Terms and shall have effect as if set out in full in the body of these Call-Off Terms and any reference to these Call-Off Terms includes the Appendices Annexes and Schedules;
- 1.2.6 references to any statute, enactment, order, regulation, code, official guidance or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code, official guidance or instrument as amended or replaced by any subsequent enactment, modification, order, regulation, code, official guidance or instrument (whether such amendment or replacement occurs before or after the date of the Contract);

- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.2.8 references to "Clauses", the "Appendices" the "Annexes" and "Schedules" are, unless otherwise provided, references to the clauses of, the Appendices to, the Annexes to and the Schedules to these Call-Off Terms and references to "paragraphs" are, unless otherwise provided, references to paragraphs of the respective Annexes in which the references are made;
- 1.2.9 terms or expressions contained in the Contract which are capitalised but which do not have an interpretation in Clause 1.1 shall be interpreted in accordance with the Framework Agreement;
- 1.2.10 a reference to a Clause is a reference to the whole of that Clause unless stated otherwise; and
- 1.2.11 in the event of and only to the extent of any conflict between the Letter of Appointment, these Call-Off Terms, any other document referred to in the Contract and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 1.2.11.1 the Framework Agreement (excluding Framework Schedule 4 (Letter of Appointment and Call-Off Terms));
 - 1.2.11.2 the Letter of Appointment together with Appendices;
 - 1.2.11.3 these Call-Off Terms; and
 - 1.2.11.4 any other document referred to in the Contract. **SAVE THAT** no changes to the Letter of Appointment or the Call-Off Terms shall operate so as to amend or reduce the effect of the Framework Agreement or to create a conflict between the Framework Agreement and the Call-Off Agreement where one did not previously exist.

2. SUPPLY OF CONTRACT SERVICES

2.1 Contract Services

- 2.1.1 The Supplier shall supply the Contract Services to the Customer in accordance with the provisions of the Contract.
- 2.1.2 The Supplier shall:
- 2.1.2.1 comply with all reasonable instructions given to the Supplier and its Staff by the Customer in relation to the Contract Services from time to time, including reasonable instructions to reschedule or alter the Contract Services;
 - 2.1.2.2 immediately report to the Customer's Representative any matters which involve or could potentially involve a conflict of interest as referred to in Clause 2.1.3.1;
 - 2.1.2.3 co-operate with the Customer and the Customer's other professional advisers in relation to the Contract Services as required by the Customer;
 - 2.1.2.4 comply with the Customer's internal policies and procedures and Government codes and practices in force from time to time (including policies, procedures, codes and practices relating to staff vetting, security, equality and diversity, confidentiality undertakings and sustainability) in each case as notified to the Supplier in writing by the Customer including where applicable, but not limited to, such policies, procedures, codes and practices listed in section 2.1 of Appendix 1 of the Letter of Appointment;
- 2.1.3 The Supplier shall not:
- 2.1.3.1 knowingly act at any time during the term of the Contract in any capacity for any person, firm or company in circumstances where a conflict of interest between such person, firm or company and the Customer shall thereby exist in relation to the Contract Services; or

- 2.1.3.2 incur any expenditure which would result in any estimated figure for any element of the Contract Services being exceeded without the Customer's written agreement; or
 - 2.1.3.3 without the prior written consent of the Customer, accept any commission, discount, allowance, direct or indirect payment, or any other consideration from any third party in connection with the provision of the Contract Services; or
 - 2.1.3.4 pledge the credit of the Customer in any way; or
 - 2.1.3.5 engage in any conduct which in the reasonable opinion of the Customer is prejudicial to the Customer.
 - 2.1.3.6 without the prior written consent of the Customer, introduce new methods or systems which materially impact on the provision of the Ordered Services
- 2.1.4 Both Parties shall take all necessary measures to ensure the health and safety of the other Party's employees, consultants and agents visiting their premises.
- 2.1.5 The Supplier accepts that the Customer shall have the right after consultation with the Supplier to require the removal from involvement in the Contract Services of any person engaged in the performance of the Contract Services if in the Customer's reasonable opinion the performance or conduct of such person is or has been unsatisfactory or if it shall not be in the public interest for the person to work on the Contract Services.
- 2.1.6 Where the Supplier is more than one firm acting as a consortium, each firm that is a member of the consortium shall be jointly and severally liable for performance of the Supplier's obligations under the Contract.

2.2 Variation of Contract Services

- 2.2.1 The Customer may request a variation to the Contract Services at any time provided that such variation does not amount to a material change to the Order.
- 2.2.2 Any request by the Customer for a variation to the Contract Services shall be by written notice to the Supplier:
- 2.2.2.1 giving sufficient information for the Supplier to assess the extent of the variation and any additional costs that may be incurred; and
 - 2.2.2.2 specifying the timeframe within which the Supplier must respond to the request, which shall be reasonable,
- and the Supplier shall respond to such request within such timeframe.
- 2.2.3 Any such variation agreed between the Customer and the Supplier pursuant to Clause 2.2.2 shall not be valid unless in writing and signed by the Parties. Furthermore any written and signed variation between the Parties shall be appended to the Letter of Appointment within Appendix 2 and/or 3. In the event that the Supplier and the Customer are unable to agree to a proposed variation including any change to the Contract Charges in connection with the requested variation to the Contract Services, the Customer may agree that the Supplier should continue to perform its obligations under the Contract without the variation or may terminate the Contract with immediate effect, except where the Supplier has already delivered part or all of the Order in accordance with the Order Form or where the Supplier can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

2.3 Key Personnel

- 2.3.1 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Contract Services to the Customer. The Key Personnel shall be responsible for performing such roles as are ascribed to them in the Letter of Appointment and such other roles as may be

necessary or desirable for the purposes of the Contract or as may be agreed between the Parties from time to time.

- 2.3.2 The Key Personnel shall not be released by the Supplier from supplying the Contract Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment and/or partnership or other extenuating circumstances.
- 2.3.3 Any replacements to the Key Personnel shall be subject to the agreement of the Customer. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Contract.
- 2.3.4 The Customer shall not unreasonably withhold its agreement under Clauses 2.3.2 or 2.3.3. Such agreement shall be conditional on appropriate arrangements being made by the Supplier to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.
- 2.3.5 If requested by the Customer, the Supplier shall procure that Key Personnel attend transaction review meetings at no cost to the Customer during the term of the Contract and upon its conclusion.

2B. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF SERVICES

- 2B.1 Without prejudice to any other right or remedy which the Customer may have at Law or in this Contract if any Contract Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Contract then the Customer may (whether or not any part of the Services have been Delivered) do any of the following:
 - 2B.1.1 at the Customer's option, give the Supplier the opportunity at the Supplier's expense to either remedy any failure in the performance of the Services together with any damage resulting from such defect or failure (and where such defect or failure is capable of remedy) and carry out any other necessary work to ensure that the terms of the Contract are fulfilled, in accordance with the Customer's instructions;
 - 2B.1.2 refuse to accept any further Contract Services to be delivered by the Supplier but without any liability to the Customer;
 - 2B.1.3 carry out at the Supplier's expense any work necessary to make the Services comply with the Contract;
 - 2B.1.4 without terminating the Contract, itself supply or procure the supply of all or part of the Contract Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Contract Services in accordance with the Contract;
 - 2B.1.5 without terminating the whole of the Contract, terminate the Contract in respect of part of the Contract Services only (whereupon a corresponding reduction in the Contract Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Contract Services; and/or
 - 2B.1.6 charge the Supplier for and the Supplier shall on demand pay, any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Contract Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Contract Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Contract Services.
- 2B.2 Notwithstanding any of the provisions of this Clause 2B, in the event that the Supplier fails to comply with Clause 2B.1 above and the failure prevents the Customer from discharging a statutory duty, the Customer may terminate the Contract with immediate effect by giving the Supplier notice in writing.

2C. SUPPLIER'S STAFF

- 2C.1 The Supplier shall ensure that, where appropriate, Staff are paid at least the national minimum wage in accordance with the National Minimum Wage Act 1998.
- 2C.2 The Customer may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Premises:
- 2C2.1 any member of the Supplier's Staff; or
- 2C2.2 any person employed or engaged by the Supplier or any member of the Staff, whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.
- 2C.3 At the Customer's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission to the Premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.
- 2C.3 The Supplier's Staff engaged within the boundaries of the Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Premises.
- 2C.4 If the Supplier fails to comply with Clause 2C.3 within two (2) Months of the date of the request, the Customer may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.
- 2C.5 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Supplier has failed to comply with Clause 2C.3 shall be final and conclusive.
- 2C.6 The Supplier acknowledges that certain days are privilege holidays in the civil service. On these days, the Customer may require or may specifically not require work to be done under the Contract (which shall be communicated to the Supplier), and in the latter case be the subject to agreement between the Parties, unless specifically covered in the Contract.
- 2C.7 Not used.
- 2C.8 The Supplier shall procure that Supplier's Staff shall at all times during their engagement in the provision of the Contract Services remain servants of the Supplier and the Supplier shall not be relieved of any statutory or other responsibilities in relation to the Supplier's Staff by virtue of this Contract.

3. PAYMENT AND CHARGES

3.1 Contract Charges and VAT

- 3.1.1 In consideration of the Supplier's performance of its obligations under the Contract, the Customer shall pay the Contract Charges in accordance with Clause 3.2 (Payment).
- 3.1.2 The Customer shall, in addition to the Contract Charges and following receipt of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Contract Services supplied.
- 3.1.3 The provisions of paragraph 7 of Framework Schedule 2 (Charging Structure) of the Framework Agreement shall apply in relation to the Contract Services.
- 3.1.4 If at any time before the Contract Services have been delivered in full the Supplier reduces its Framework Prices for any Services which are provided under the Framework Agreement in accordance with the terms of the Framework Agreement and with the Law including that relating to Public Procurement with the result that the Framework Prices are lower than the Contract Charges, the Contract Charges for the Contract Services shall automatically be reduced so as to be equal to the Framework Prices.
- 3.1.5 The Supplier shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Supplier's

failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this Clause 3.1.5 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

3.2 Payment

- 3.2.1 The Customer shall pay all sums properly due and payable to the Supplier in respect of the Contract Services in cleared funds by no later than thirty (30) calendar days after the date of a validly issued invoice for such sums.
- 3.2.2 The Supplier shall ensure that each invoice (whether submitted electronically or in a paper form) contains all appropriate references and a detailed breakdown of the Contract Services provided and any disbursements and that it is supported by such other documentation as may reasonably be required by the Customer to substantiate the invoice.
- 3.2.3 The Supplier shall ensure that all invoices submitted to the Customer for Contract Services are exclusive of the Management Charge payable to the Authority in respect of the Contract Services. The Supplier shall not be entitled to increase the Contract Charges by an amount equal to such Management Charge or to recover such Management Charge as a surcharge or disbursement.
- 3.2.4 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.
- 3.2.5 Subject always to the provisions of Clause 14, if the Supplier enters into a Sub-Contract in respect of the Contract Services, it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-Contract.
- 3.2.6 The Supplier shall not suspend the supply of the Contract Services unless the Supplier is entitled to terminate the Contract under Clause 8.2.2 on the grounds of the Customer's failure to pay undisputed sums of money. Interest shall be payable by the Customer in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on the late payment of any undisputed sums of money properly invoiced by the Supplier in respect of the Contract Services.
- 3.2.7 The Supplier shall accept the Government Procurement Card as a means of payment for the Contract Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.
- 3.2.8 All payments due shall be made in cleared funds to such bank or building society account as the recipient Party may from time to time direct in writing.

3.3 Recovery of Sums Due

- 3.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract.
- 3.3.2 Any overpayment by either Party, whether of the Contract Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

4. LIABILITY AND INSURANCE

4.1 Liability

4.1.1 Neither Party excludes or limits its liability for:

4.1.1.1 death or personal injury; or

4.1.1.2 fraud or fraudulent misrepresentation by it or its employees.

4.1.2 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Customer for the Contract Services supplied by that individual on behalf of the Supplier and the Customer shall not bring any claim under the Contract against that individual or such service company in respect of the Contract Services save in the case of Fraud or any liability for death or personal injury.

4.1.3 Subject to Clause 4.1.1 above and to the limits set out in Clause 4.1.8 below, the Supplier shall fully indemnify and keep indemnified the Customer on demand in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with, the supply, purported supply or late supply of the Contract Services or the performance or non-performance by the Supplier of its obligations under the Framework Agreement and the Customer's financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused by any act or omission of the Supplier. The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.

4.1.4 Subject to the limits set out in Clause 4.1.8 below, the Supplier shall be liable for the following types of loss, damage, cost or expense which shall be regarded as direct and shall (without in any way, limiting other categories of loss, damage, cost or expense which may be recoverable by the Customer) be recoverable by the Customer:

4.1.4.1 the additional operational and/or administrative costs and expenses arising from any Material Breach;

4.1.4.2 the cost of procuring, implementing and operating any alternative or replacement services to the Contract Services as a result of a Material Breach by the Supplier; and

4.1.4.3 any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Laws.

4.1.5 In no event shall either Party be liable to the other for any:

4.1.5.1 loss of profits;

4.1.5.2 loss of business;

4.1.5.3 loss of revenue;

4.1.5.4 loss of or damage to goodwill;

4.1.5.5 loss of savings (whether anticipated or otherwise); and/or

4.1.5.6 any indirect, special or consequential loss or damage.

4.1.6 No enquiry, inspection, approval, sanction, comment, consent, or decision at any time made or given by or on behalf of the Customer to any document or information provided by the Supplier in its provision of the Contract Services, and no failure of the Customer to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligation of the Supplier to carry out all the obligations of a professional Supplier employed in a client/customer relationship.

- 4.1.7 Save as otherwise expressly provided, the obligations of the Customer under the Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Customer to the Supplier.
- 4.1.8 Subject always to Clause 4.1.1, and for the avoidance of doubt, both of the Parties agree that the total aggregate liability (whether those liabilities are expressed as an indemnity or otherwise) of each Party to the other Party for each year of this Contract shall be:
- 4.1.8.1 for all defaults resulting in direct loss or damage to the property of the other party shall be subject to a limit of £2 million (Two Million Pounds) unless otherwise stipulated by the Customer in the Letter of Appointment following a further competition;
- 4.1.8.2 in respect of all other defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the greater of the sum of £2 million (Two Million Pounds) or a sum equivalent to One Hundred and Twenty-Five Per Cent (125%) of the Contract Charges paid or payable to the Supplier in the relevant year of the Contract calculated at the date of the event giving rise to the liability (estimated for the full year if the event occurs in the first year of the Contract) unless a different aggregate limit or limits is otherwise stipulated by the Customer in the Letter of Appointment following a further competition.

4.2 Insurance

- 4.2.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of the risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policy or policies shall include professional indemnity cover in respect of any financial loss to the Customer arising from any advice given or omitted to be given by the Supplier under the Contract or otherwise in connection with the provision of the Contract Services. Such insurance shall be maintained for so long as the Supplier may have any liability to the Customer.
- 4.2.2 It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability arising in respect of the risks referred to in Clause 4.2.1.
- 4.2.3 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by Clause 4.2.1, the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 4.2.4 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 All Intellectual Property Rights in the output from the Contract Services shall vest in the Supplier who shall grant to the Customer a non-exclusive, unlimited, irrevocable licence to use and exploit the same.
- 5.2 Subject to Clause 5.1 and save as expressly granted elsewhere under the Contract, the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors and the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors.
- 5.3 The Supplier shall on demand fully indemnify and keep fully indemnified and hold the Customer and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and

expenses and other liabilities which the Customer and or the Crown may suffer or incur as a result of any claim that the performance by the Supplier of the Contract Services infringes or allegedly infringes a third party's Intellectual Property Rights (any such claim being a "Claim").

5.4 If a Claim arises, the Customer shall notify the Supplier in writing of the Claim and the Customer shall not make any admissions which may be prejudicial to the defence or settlement of the Claim. The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with the Claim provided always that the Supplier:

5.4.1 shall consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;

5.4.2 shall take due and proper account of the interests of the Customer;

5.4.3 shall consider and defend the Claim diligently using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute; and

5.4.4 shall not settle or compromise the Claim without the prior written approval of the Customer (not to be unreasonably withheld or delayed).

5.5 The Supplier shall have no rights to use any of the Customer's names, logos or trademarks without the prior written approval of the Customer.

6. PROTECTION OF INFORMATION

6.1 Protection of Personal Data

6.1.1 With respect to the Parties' rights and obligations under the Contract, the Parties agree that the Customer is the Data Controller and that the Supplier is the Data Processor in relation to the Customer's Personal Data.

6.1.2 The Supplier shall:

6.1.2.1 Process the Customer's Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by the Customer to the Supplier during the term of the Contract);

6.1.2.2 Process the Customer's Personal Data only to the extent, and in such manner, as is necessary for the provision of the Contract Services or as is required by Law or any Regulatory Body;

6.1.2.3 Implement appropriate technical and organisational measures to protect the Customer's Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Customer's Personal Data and having regard to the nature of the Customer's Personal Data which is to be protected;

6.1.2.4 take reasonable steps to ensure the reliability of all members of the Supplier's Staff who have access to the Customer's Personal Data;

6.1.2.5 obtain the Customer's prior written approval in order to transfer all or any of the Customer's Personal Data to any Sub-Contractors for the provision of the Contract Services;

6.1.2.6 ensure that all members of the Supplier's Staff required to access the Customer's Personal Data are informed of the confidential nature of the Customer's Personal Data and comply with the obligations set out in this Clause 6.1;

- 6.1.2.7 ensure that none of the Supplier's Staff publish, disclose or divulge any of the Customer's Personal Data to any third party unless directed in writing to do so by the Customer;
- 6.1.2.8 notify the Customer within five (5) Working Days if the Supplier receives:
- (a) a request from a Data Subject to have access to the Customer's Personal Data relating to that person; or
 - (b) a complaint or request relating to the Customer's obligations under the Data Protection Legislation;
- 6.1.2.9 provide the Customer with full cooperation and assistance in relation to any complaint or request made relating to the Customer's Personal Data, including by:
- (a) providing the Customer with full details of the complaint or request;
 - (b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;
 - (c) providing the Customer with any Customer's Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and
 - (d) providing the Customer with any information requested by the Customer;
- 6.1.2.10 permit or procure permission for the Customer and/or the Customer's Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the Supplier's data Processing activities (and / or those of its agents and Sub-Contractors) and comply with all reasonable requests or directions by the Customer to enable the Customer to verify and / or procure that the Supplier is in full compliance with its obligations under the Contract;
- 6.1.2.11 provide a written description of the technical and organisational methods employed by the Supplier for Processing the Customer's Personal Data (within the timescales required by the Customer); and
- 6.1.2.12 not Process or otherwise transfer any Customer's Personal Data outside the European Economic Area without the prior written consent of the Customer which may be given on such terms as the Customer in its discretion thinks fit.
- 6.1.3 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under the Contract in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.
- 6.1.4 The Supplier acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to the Customer's Personal Data that the Customer may be irreparably harmed (including harm to its reputation). In such circumstances, the Customer may proceed directly to court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).
- 6.1.5 In the event that through any failure by the Supplier to comply with its obligations under the Contract, Customer's Personal Data is transmitted or Processed in connection with the Contract is either lost or sufficiently degraded so as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such failure by the Supplier.

6.2 Confidentiality

- 6.2.1 Except to the extent set out in this Clause 6.2 or where disclosure is expressly permitted elsewhere in the Contract, each Party shall:
- 6.2.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 6.2.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 6.2.2 Clause 6.2.1 shall not apply to the extent that:
- 6.2.2.1 such disclosure is a requirement of Law or any competent regulatory body placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 6.4 (Freedom of Information); or
 - 6.2.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner; or
 - 6.2.2.3 such information was obtained from a third party without obligation of confidentiality; or
 - 6.2.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 6.2.2.5 it is independently developed without access to the other Party's Confidential Information.
- 6.2.3 The Supplier may only disclose the Customer's Confidential Information to those members of the Supplier's Staff who are directly involved in the provision of the Contract Services and who need to know the information, and shall ensure that such individuals are aware of and shall comply with these obligations as to confidentiality.
- 6.2.4 The Supplier shall not, and shall procure that the Supplier's Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of the Contract.
- 6.2.5 At the written request of the Customer, the Supplier shall procure that those members of the Supplier's Staff identified in the Customer's notice sign a confidentiality undertaking prior to commencing any work in accordance with the Contract.
- 6.2.6 Nothing in the Contract shall prevent the Customer from disclosing the Supplier's Confidential Information (including the Management Information obtained pursuant to clause 13 of the Framework Agreement):
- 6.2.6.1 to any Crown body or any other Contracting Body on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Body save as required by Law;
 - 6.2.6.2 to any consultant, contractor or other person engaged by the Customer for any purpose relating to or connected with the Contract or the Framework Agreement (on the basis that the information shall be held by such consultant, contractor or other person in confidence and is not to be disclosed to any third party) or any person conducting an OGC Gateway TM review or any additional assurance programme;
 - 6.2.6.3 for the purpose of the examination and certification of the Customer's accounts; or
 - 6.2.6.4 for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

- 6.2.7. The Customer shall use all reasonable endeavours to ensure that any government department, Customer, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to Clause 6.2.6 is made aware of the Customer's obligations of confidentiality.
- 6.2.8. Nothing in this Clause 6.2 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.
- 6.2.9. In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of the Contract, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.
- 6.2.10. The Supplier shall, at all times during and after the performance of the Contract, indemnify the Customer and keep the Customer fully indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Customer arising from any breach of the Supplier's obligations under this Clause 6.2 except and to the extent that such liabilities have resulted directly from the Customer's instructions.
- 6.2.11. No changes shall be made by the Supplier in the way they handle or mark any Government information under this Contract until those changes have been specifically agreed by the Authority by means of a subsequent Variation.

6.3 Official Secrets Acts 1911 to 1989; section 182 of the Finance Act 1989

- 6.3.1. The Supplier shall comply with and shall ensure that its Staff comply with, the provisions of:
- 6.3.1.1. the Official Secrets Acts 1911 to 1989; and
 - 6.3.1.2. section 182 of the Finance Act 1989.

6.4 Freedom of Information

- 6.4.1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- 6.4.2. The Supplier shall and shall procure that its Sub-Contractors shall:
- 6.4.2.1. transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 6.4.2.2. provide the Customer with a copy of all Information relating to a Request for Information in its possession, or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
 - 6.4.2.3. provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 6.4.3. The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other contract whether the Commercially Sensitive Information and/or any other Information including Supplier's Confidential Information, is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

6.4.4 In no event shall the Supplier respond directly to a Request for Information unless authorised in writing to do so by the Customer.

6.4.5 The Supplier acknowledges that (notwithstanding the provisions of Clause 6.2) the Customer may, acting in accordance with the Ministry of Justice Codes, be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Contract Services:

6.4.5.1 in certain circumstances without consulting the Supplier; or

6.4.5.2 following consultation with the Supplier and having taken the Supplier's views into account,

provided always that where Clause 6.4.5 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

6.4.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with the provisions of the Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit the Customer on reasonable notice to inspect such records as requested from time to time.

6.4.7 The Supplier acknowledges that the Commercially Sensitive Information is of an indicative nature only and that the Customer may be obliged to disclose it in accordance with Clause 6.4.5.

6.5 Transparency

6.5.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

6.5.2 Notwithstanding any other term of the Contract, the Supplier hereby gives consent to the Customer to publish the Contract to the general public in its entirety (subject only to redaction of any information which is exempt from disclosure in accordance with the provisions of the FOIA), including any changes to the Contract agreed from time to time.

6.5.3 The Customer may consult with the Supplier to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.

6.5.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish the Contract.

6A. SECURITY REQUIREMENTS

6A.1 The Supplier shall comply, and shall procure the compliance of the Supplier's Staff, with the Security Policy and the Security Management Plan and the Supplier shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

6A.2 The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.

6A.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Contract Services it may notify the Customer. 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 Contract Charges shall then be agreed in accordance with the procedure set out in Clause 2.2.

- 6A.4 Until and/or unless a change to the Contract Charges is agreed by the Customer pursuant to Clause 2.2 the Supplier shall continue to perform the Contract Services in accordance with its existing obligations.

Security of Premises

- 6A.5 The Customer shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Supplier shall comply with all reasonable security requirements of the Customer while on the Premises and shall ensure that the Supplier's Staff comply with such requirements.
- 6A.6 The Customer shall provide the Supplier upon request copies of its written security procedures and shall afford the Supplier upon request an opportunity to inspect its physical security arrangements.
- 6A.7 Not used.
- 6A.8 The Supplier shall provide the Customer upon request copies of its written security procedures and shall afford the Customer upon request an opportunity to inspect its physical security arrangements.

7. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 7.1 The Supplier warrants, represents and undertakes to the Customer that:
- 7.1.1 it has full capacity and authority and all necessary consents, licences, permissions (statutory, regulatory, contractual or otherwise) to enter into and perform its obligations under the Contract;
- 7.1.2 the Contract is executed by a duly authorised representative of the Supplier;
- 7.1.3 in entering the Contract it has not committed any fraud;
- 7.1.4 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;
- 7.1.5 all information, statements and representations contained in the Supplier's tender or other submission to the Customer for the award of the Contract Services are true, accurate and not misleading save as specifically disclosed in writing to the Customer prior to execution of the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;
- 7.1.6 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
- 7.1.7 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
- 7.1.8 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- 7.1.9 no proceedings or other steps have been taken and not discharged or dismissed (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- 7.1.10 it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the unauthorised use of, modification, access, introduction, creation or propagation of any disruptive element, virus, worms and/or Trojans, spyware or other malware into the computing environment (including the hardware, software and/or telecommunications networks of

equipment), data, software or Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer; and

7.1.11 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract and shall maintain the same in full force and effect for so long as is necessary for the proper provision of the Contract Services.

7.2 The Supplier warrants, represents and undertakes to the Customer that:

7.2.1 it has read and fully understood the Letter of Appointment and these Call-Off Terms and is capable of performing the Contract Services in all respects in accordance with the Contract;

7.2.2 the Supplier and each of its Sub-Contractors has all staff, equipment and experience necessary for the proper performance of the Contract Services; and

7.2.3 it will at all times:

7.2.3.1 perform its obligations under the Contract with all reasonable care, skill and diligence and in accordance with Good Industry Practice;

7.2.3.2 comply with all the KPIs and meet or exceed the Service Levels;

7.2.3.3 carry out the Contract Services within the timeframe agreed with the Customer; and

7.2.3.4 without prejudice to its obligations under Clause 2.3 (Key Personnel), ensure to the satisfaction of the Customer that the Contract Services are provided and carried out by such appropriately qualified, skilled and experienced Suppliers and/or other Staff as shall be necessary for the proper performance of the Contract Services.

7.3 The Supplier shall promptly notify the Customer in writing:

7.3.1 of any material detrimental change in the financial standing and/or credit rating of the Supplier;

7.3.2 if the Supplier undergoes a Change of Control; and

7.3.3 provided this does not contravene any Law, of any circumstances suggesting that a Change of Control is planned or in contemplation.

7.4 For the avoidance of doubt, the fact that any provision within the Contract is expressed as a warranty shall not preclude any right of termination the Customer would have in respect of breach of that provision by the Supplier if that provision had not been so expressed.

7.5 The Supplier acknowledges and agrees that:

7.5.1 the warranties, representations and undertakings contained in the Contract are material and are designed to induce the Customer into entering into the Contract; and

7.5.2 the Customer has been induced into entering into the Contract and in doing so has relied upon the warranties, representations and undertakings contained in the Contract.

8. TERMINATION

8.1 Termination on Insolvency

8.1.1 The Customer may terminate the Contract with immediate effect by giving notice in writing to the Supplier if:

8.1.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; or

- 8.1.1.2 a shareholders', members' or partners' meeting is convened for the purpose of considering a resolution that the Supplier be wound up or a resolution for the winding-up of the Supplier is passed (other than as part of, and exclusively for the purpose of a bona fide reconstruction or amalgamation); or
- 8.1.1.3 a petition is presented for the winding-up of the Supplier (which is not dismissed within five (5) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened in respect of the Supplier pursuant to section 98 of the Insolvency Act 1986; or
- 8.1.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of the Supplier's business or assets; or
- 8.1.1.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within ten (10) Working Days;
- 8.1.1.6 an application is made in respect of the Supplier either for the appointment of an administrator or for an administration order and an administrator is appointed, or notice of intention to appoint an administrator is given; or
- 8.1.1.7 if the Supplier is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- 8.1.1.8 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- 8.1.1.9 in the reasonable opinion of the Customer, there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:
- (a) adversely impacts on the Supplier's ability to supply the Contract Services in accordance with the Contract; or
 - (b) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Contract Services in accordance with the Contract; or
- 8.1.1.10 the Supplier demerges into two or more firms, merges with another firm, incorporates or otherwise changes its legal form and the new entity has or could reasonably be expected to have a materially less good financial standing or weaker credit rating than the Supplier; or
- 8.1.1.11 being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium in respect of the Supplier comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- 8.1.1.12 the Supplier being an individual dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
- 8.1.1.13 the Supplier being an individual or any partner or partners in the Supplier who together are able to exercise control of the Supplier where the Supplier is a firm shall at any time become bankrupt or shall have a receiving order or administration order made against him or them, or shall make any composition or arrangement with or for the benefit for his or their creditors, or shall make any conveyance or assignment for the benefit of his or their creditors, or shall purport to do any of these things, or appears or appear unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of section 268 of the Insolvency Act 1986, or he or they shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985, or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his or their estate(s) or a trust deed shall be granted by him or them on behalf of his or their creditors; or

8.1.1.14 any event similar to those listed in Clauses 8.1.1.1 to 8.1.1.13 occurs under the law of any other jurisdiction.

8.2 Termination on Material Breach, Persistent Failure or Grave Misconduct etc

8.2.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

8.2.1.1 the Supplier commits a Material Breach and if:

(a) the Supplier has not within ten (10) Working Days or such other longer period as may be specified by the Customer, after issue of a written notice to the Supplier specifying the Material Breach and requesting it to be remedied:

(i) remedied the Material Breach; and

(ii) put in place measures to ensure that such Material Breach does not recur,

in each case to the satisfaction of the Customer; or

(b) the Material Breach is not, in the opinion of the Customer, capable of remedy; or

8.2.1.2 if a Persistent Failure has occurred; or

8.2.1.3 if Grave Misconduct has occurred; or

8.2.1.4 the Supplier breaches any of Clause 6.1 (Protection of Personal Data), Clause 6.2 (Confidentiality), Clause 6.3 (Official Secrets Acts 1911 to 1989), Clause 7 (Warranties, Representations and Undertakings), Clause 11 (Prevention of Bribery and Corruption), Clause 12 (Non-Discrimination), Clause 13 (Prevention of Fraud) and Clause 14 (Transfer and Sub-Contracting); or

8.2.1.5 in the event of conviction for dishonesty of the Supplier (if an individual) or any one or more of the Supplier's directors, partners or members (if the Supplier is a firm or firms).

8.2.2 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within five (5) calendar days from the receipt of a such notice, the Supplier may terminate the Contract by ten (10) Working Days' written notice to the Customer.

8.3 Termination on Change of Control

8.3.1 The Customer may terminate the Contract by notice in writing with immediate effect within six (6) Months of:

8.3.1.1 being notified in writing that a Change of Control has occurred or is planned or in contemplation; or

8.3.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where the Customer's written consent to the continuation of the Contract was granted prior to the Change of Control.

8.4 Termination on Summary Notice

8.4.1 The Customer shall have the right to suspend the Contract with immediate effect at any time by giving written notice to the Supplier and to terminate the Contract with immediate effect by giving written notice to the Supplier at any time.

8.5 Termination of Framework Agreement

8.5.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.

8.6 Partial Termination

8.6.1 Where the Customer is entitled to terminate the Contract pursuant to this Clause 8, the Customer shall be entitled to terminate all or part of the Contract provided always that the parts of the Contract not terminated can operate effectively to deliver the intended purpose of the Contract or a part thereof.

9. CONSEQUENCES OF EXPIRY OR TERMINATION

9.1 Subject to Clause 9.2, where the Customer terminates the Contract pursuant to Clause 8 (Termination) and then makes other arrangements for the supply of the Contract Services:

9.1.1 the Customer may recover from the Supplier the cost reasonably incurred in making those other arrangements and any additional expenditure incurred by the Customer in securing the Contract Services in accordance with the requirements of the Contract;

9.1.2 the Customer shall take all reasonable steps to mitigate such additional expenditure; and

9.1.3 no further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements, whereupon the Customer shall be entitled to deduct an amount equal to the final cost of such other arrangements from the further payments then due to the Supplier.

9.2 Clause 9.1 shall not apply where the Customer terminates the Contract:

9.2.1 solely pursuant to Clause 8.3 or Clause 8.4; or

9.2.2 solely pursuant to Clause 8.5 if termination pursuant to Clause 8.5 occurs as a result of termination of the Framework Agreement pursuant to the provisions of clauses 24.6, 24.11, 24.12 or 24.13 of the Framework Agreement.

9.3 Where the Customer terminates the Contract under Clause 8.3 or 8.4, the Customer shall indemnify the Supplier against any reasonable and proven commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of the Contract, provided that the Supplier takes all reasonable steps to mitigate such loss. The Supplier shall submit a fully itemised and costed list, with supporting evidence, of losses reasonably and actually incurred by the Supplier. Where the Supplier holds insurance, the Supplier shall reduce its unavoidable costs by any insurance sums available.

9.4 On the termination of the Contract for any reason, the Supplier shall, at the request of the Customer and at the Supplier's cost:

9.4.1 immediately return to the Customer all Confidential Information and the Customer's Personal Data in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Contract Services;

9.4.2 except where the retention of Customer's Personal Data is required by Law or regulatory purposes, promptly destroy all copies of the Customer's Personal Data and provide written confirmation to the Customer that the data has been destroyed.

9.4.3 immediately deliver to the Customer in good working order (but subject to allowance for reasonable wear and tear) all the property (including materials, documents, information and access keys but excluding real property and IPR) issued or made available to the Supplier by the Customer in connection with the Contract provided to the Supplier;

9.4.4 vacate, and procure that the Supplier's Staff vacate, any premises of the Customer occupied for the purposes of providing the Contract Services;

9.4.5 return to the Customer any sums prepaid in respect of the Contract Services not provided by the date of expiry or termination (howsoever arising); and

9.4.6 promptly provide all information concerning the provision of the Contract Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Contract Services have been provided or for the purpose of allowing the Customer or any replacement Supplier to conduct due diligence.

9.5 Not used

9.6 Save as otherwise expressly provided in the Contract:

9.6.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

9.6.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under the following Clauses: Clause 3 (Payment and Charges); Clause 4 (Limitations); Clause 5 (Intellectual Property Rights); Clause 6.1 (Protection of Personal Data); Clause 6.2 (Confidentiality); Clause 6.3 (Official Secrets Act); Clause 6.4 (Freedom of Information); Clause 11 (Prevention of Bribery and Corruption); Clause 13 (Prevention of Fraud); Clause 21 (Contracts (Rights of Third Parties) Act); Clause 23.1 (Governing Law and Jurisdiction) and, without limitation to the foregoing, any other provision of the Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of the Contract.

10. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

10.1 The Supplier shall not, and shall procure that its Sub-Contractors shall not, make any press announcements or publicise the Contract in any way without the Customer's prior written approval and shall take reasonable steps to ensure that the Supplier's Staff and professional advisors comply with this Clause 10. Any such press announcements or publicity proposed under this Clause 10 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information,

10.2 Subject to the rights in relation to Confidential Information and Commercially Sensitive Information, the Customer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Customer including any examination of the Contract by the Auditors.

10.3 The Supplier shall not do anything or permit to cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

11. PREVENTION OF BRIBERY AND CORRUPTION

11.1 The Supplier shall not:

11.1.1 offer or give, or agree to give, to any employee, agent, servant or representative of the Customer, any Contracting Body or any other public body or any person employed by or on behalf of the Customer any gift or other consideration of any kind which could act as an inducement or a reward for any act or failure to act in relation to the Contract; or

11.1.2 engage in, and shall procure that all the Supplier's Staff or any person acting on the Supplier's behalf shall not commit, in connection with the Contract, a Prohibited Act under the Bribery Act 2010, or any other relevant laws, statutes, regulations or codes in relation to bribery and anti-corruption.

- 11.2 The Supplier warrants, represents and undertakes that it has not:
- 11.2.1 paid commission or agreed to pay commission to the Customer, any Contracting Body or any other public body or any person employed by or on behalf of the Customer in connection with the Contract; and
 - 11.2.2 entered into the Contract with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Customer or any other public body or any person employed by or on behalf of the Customer in connection with the Contract, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Customer and the Authority before execution of the Contract.

11.3 The Supplier shall:

- 11.3.1 in relation to the Contract, act in accordance with the Ministry of Justice Guidance;
- 11.3.2 immediately notify the Customer if it suspects or becomes aware of any breach of this Clause 11;
- 11.3.3 respond promptly to any of the Customer's enquiries regarding any breach, potential breach or suspected breach of this Clause 11 and the Supplier shall co-operate with any investigation and allow the Customer to audit Supplier's books, records and any other relevant documentation in connection with the breach;
- 11.3.4 if so required by the Customer, within twenty (20) Working Days of the commencement date of the Contract, and annually thereafter, certify to the Customer in writing of the compliance with this Clause 11 by the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Services in connection with the Contract. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and
- 11.3.5 have, maintain and enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent the Supplier and any of the Supplier's Staff or any person acting on the Supplier's behalf from committing a Prohibited Act and shall enforce it where appropriate.

11.4 If the Supplier, any member of the Supplier's Staff or any person acting on the Supplier's behalf, in all cases whether or not acting with the Supplier's knowledge breaches:

- 11.4.1 this Clause 11; or
- 11.4.2 the Bribery Act 2010, in relation to the Contract or any other contract with the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract,

the Customer shall be entitled to terminate the Contract by written notice with immediate effect.

11.5 Without prejudice to its other rights and remedies under this Clause 11, the Customer shall be entitled to recover in full from the Supplier and the Supplier shall on demand indemnify the Customer in full from and against:

- 11.5.1 the amount of value of any such gift, consideration or commission; and
- 11.5.2 any other loss sustained by the Customer in consequence of any breach of this Clause 11.

12. NON-DISCRIMINATION

- 12.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).
- 12.2 The Supplier shall take all reasonable steps to secure the observance of Clause 12.1 by all the Supplier's Staff employed in the execution of the Contract.

13. PREVENTION OF FRAUD

- 13.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by the Supplier and any member of the Supplier's Staff.
- 13.2 The Supplier shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur save where complying with this provision would cause the Supplier or any member of the Supplier's Staff to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.
- 13.3 If:
- 13.3.1 the Supplier breaches any of its obligations under Clause 13.1 and Clause 13.2; or
 - 13.3.2 the Supplier or any member of the Supplier's Staff commits any Fraud in relation to the Contract or any other contract with the Customer or any other person,

the Customer may recover in full from the Supplier and the Supplier shall on demand indemnify the Customer in full against any and all losses sustained by the Customer in consequence of the relevant breach or commission of Fraud, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Contract Services and any additional expenditure incurred by the Customer in relation thereto.

14. TRANSFER AND SUB-CONTRACTING

- 14.1 The Supplier shall not assign, novate, enter into a Sub-Contract in respect of, or in any other way dispose of, the Contract or any part of it without the Customer's prior written consent. The Customer has consented to the engagement of any Sub-Contractors specifically identified in the Letter of Appointment.
- 14.2 The Supplier shall be responsible for all acts and omissions of its Sub-Contractors and those employed or engaged by the Sub-Contractors as though they are its own.
- 14.3 The Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- 14.3.1 any other Contracting Body; or
 - 14.3.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or
 - 14.3.3 any private sector body which substantially performs the functions of the Customer,

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.

- 14.4 Any change in the legal status of the Customer such that it ceases to be a Contracting Body shall not, subject to Clause 14.5, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Customer.
- 14.5 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to Clause 14.3 to a body which is not a Contracting Body or if there is a change in the legal status of the Customer such that it ceases to be a Contracting Body (in the remainder of this Clause any such body being referred to as a "Transferee"):
- 14.5.1 the rights of termination of the Customer in Clause 8 shall be available to the Supplier in the event of, respectively, the bankruptcy or insolvency, or default of the Transferee; and
 - 14.5.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the previous consent in writing of the Supplier.

- 14.6 The Customer may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purposes and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- 14.7 For the purposes of Clause 14.5 each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

15. WAIVER

- 15.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 15.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 22.
- 15.3 A waiver by either Party of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

16. CUMULATIVE REMEDIES

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

17. FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of the Contract.

18. SEVERABILITY

- 18.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 18.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

19. SUPPLIER'S STATUS

At all times during the term of the Contract the Supplier shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

20. ENTIRE AGREEMENT

- 20.1 The Contract, together with a completed, signed and dated Framework Agreement and the other documents referred to in them constitute the entire agreement and understanding between the Parties in respect of the matters dealt with in them and supersede, cancel and nullify any previous agreement between the Parties in relation to such matters.
- 20.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract.

- 20.3 The Supplier acknowledges that it has:
- 20.3.1 entered into the Contract in reliance on its own due diligence alone; and
 - 20.3.2 received sufficient information required by it in order to determine whether it is able to provide the Contract Services in accordance with the terms of the Contract.
- 20.4 Nothing in Clauses 20.1 and 20.2 shall operate:
- 20.4.1 to exclude Fraud or fraudulent misrepresentation; or
 - 20.4.2 to limit the rights of the Customer pursuant to clause 31 of the Framework Agreement (Rights of Third Parties).
- 20.5 The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- 21.1 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, provided that this Clause 21.1 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 21.2 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of the Contract or any one or more Clauses of it.
- 21.3 Without prejudice to the Customer's rights as a Contracting Body under clause 31 of the Framework Agreement, the Supplier agrees that the Customer may enforce any of the provisions of the Framework Agreement referred to in clause 31.2 (with the exception of clauses 33 and 34 of the Framework Agreement) as if they were terms of the Contract (reading references in those provisions to Contracting Bodies and the Supplier as references to the Customer and the Supplier respectively).

22. NOTICES

- 22.1 Except as otherwise expressly provided in the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless given or made in writing by or on behalf of the Party sending the communication.
- 22.2 Any notice or other communication given or made by either Party to the other shall:
- 22.2.1 be given by letter, (sent by hand, post or a recorded signed for delivery service), facsimile or electronic mail confirmed by letter; and
 - 22.2.2 unless the other Party acknowledges receipt of such communication at an earlier time, be deemed to have been given:
 - 22.2.2.1 if delivered personally, at the time of delivery;
 - 22.2.2.2 if sent by pre-paid post or a recorded signed for service two (2) Working Days after the day on which the letter was posted provided the relevant communication is not returned as undelivered;
 - 22.2.2.3 if sent by electronic mail, two (2) Working Days after posting of a confirmation letter; and
 - 22.2.2.4 if sent by facsimile, on the day of transmission if sent before 16:00 hours on any Working Day and otherwise at 9:00 hours on the next Working Day and provided that at time of transmission of the facsimile an error-free transmission report is received by the Party sending the communication.

- 22.3 For the purposes of Clause 22.2, the address, email address and fax number of each Party shall be the address, email address and fax number specified in the Letter of Appointment.
- 22.4 Either Party may change its address for service by serving a notice in accordance with this Clause 22.
- 22.5 For the avoidance of doubt, any notice given under the Contract shall not be validly served if sent by electronic mail (email) and not confirmed by a letter.

23. DISPUTES AND LAW

23.1 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the Laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Contract.

23.2 Dispute Resolution

- 23.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the level of representative of each Party specified in the Letter of Appointment.
- 23.2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 23.2.3 If the dispute cannot be resolved by the Parties pursuant to Clause 23.2.1, the Parties shall refer it to mediation pursuant to the procedure set out in Clause 23.2.5 unless:
- 23.2.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or
 - 23.2.3.2 the Supplier does not agree to mediation.
- 23.2.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier and the Supplier's Staff shall comply fully with the requirements of the Contract at all times.
- 23.2.5 The procedure for mediation is as follows:
- 23.2.5.1 a neutral adviser or mediator (the "Contract Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Contract Mediator within ten (10) Working Days after a request by one Party to the other or if the Contract Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Contract Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the CEDR to appoint a Contract Mediator;
 - 23.2.5.2 the Parties shall within ten (10) Working Days of the appointment of the Contract Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure;
 - 23.2.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - 23.2.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

- 23.2.5.5 failing agreement, either of the Parties may invite the Contract Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- 23.2.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Contract Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

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ANNEX 1 – PART 1 SERVICE LEVELS

1. SCOPE

- 1.1 This Annex 1 sets out the method by which the Supplier's performance of the Services will be monitored.
- 1.2 Performance will be managed in two, inter-linked ways:
- 1.2.1 at Framework level by the Authority, by:
- 1.2.1.1 the monitoring of performance against KPIs
- 1.2.1.2 by review of Contracting Body Satisfaction Surveys.
- 1.2.2 at Contract level by the Customer receiving the Services:
- 1.2.2.1 on an on-going basis as required by the Customer and at the completion of each delivery of the Services;
- 1.2.2.2 In support of 1.2.2.1, the Supplier shall complete, if so required by the Customer, and in conjunction with the Customer, a Post Assignment Review, (PAR), using the template included in Annex 1 (Part 2) or such other format as the Customer may require. For long term Call-Off Contracts, the Customer may require periodic completion of PARs to measure ongoing performance. Any such periodic completion will not be more frequent than monthly.
- The completed PAR shall be agreed and signed-off by the Customer to verify satisfactory completion of the Services or identify any performance issues.
- This PAR process is recognised as best practice by Central Government.
- 1.3 Remedies in the event of inadequate performance of the Contract Services are set out in clause 2B of this Contract.

2. PRINCIPLES

The objectives of this Annex 1 are to:

- 2.1 ensure that the Services are delivered to a consistent quality standard that meet the requirements of the Customer;
- 2.2 incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

3. SERVICE LEVELS

- 3.1 The Supplier shall measure the performance of each and every Service provided pursuant to this Contract using the Post Assignment Review template in Annex 1 (Part 2) or such other format as the Customer may require. The Supplier shall report this to the Customer, within ten (10) days from the completion of the Services (or other agreed milestone). The Customer and Supplier shall review the outcomes of the PAR and agree any arising actions.
- 3.2 The Supplier shall achieve:
- 3.2.1 a performance score of at least 2 (Satisfactory) for every measurable criteria within Part 4 of the PAR;

3.2.2 Failure to achieve this measure will deem the entire Service as inadequate.

4. SERVICE PERFORMANCE REVIEW

4.1 As required by the Customer, the Supplier and Customer shall review the performance against required Service Levels specified in the Letter of Appointment (including Appendices) and, where applicable, the outcomes of the PAR at a reasonable time to be agreed. These reviews shall, unless otherwise agreed:

4.1.1 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance

4.1.2 be attended by the Supplier's Representative and the Customer's Representative

4.1.3 be fully minuted by the Supplier (unless otherwise agreed). The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting within five (5) Working Days from the meeting and will be agreed and signed by both the Supplier's Representative and the Customer's Representative within ten (10) Working Days from the date of the meeting.

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**ANNEX 1 – PART 2
POST ASSIGNMENT REVIEW TEMPLATE**

Part 1 – Assignment Details

Name of Supplier	
Name of Customer	
Name of Project/Assignment	
Supplier Reference (if any)	
Customer Reference (if any)	
Date of completion of Service (or other milestone if applicable)	
Date PAR signed off	
Signed off for Supplier by	
Signed off for Customer by	
consultancyONE Lot used	

Part 2 – Post Assignment Review Scoring

Each part of the Post Assignment Review (PAR) will be scored and the scores agreed between the Supplier and Customer. The scoring scheme below shall be used. Where no scores can be agreed, the overall Service shall be rated at the lowest score attributed by either the Customer or the Supplier.

Score	Meaning	Explanation
0	Unsatisfactory	No scoring criteria met
1	Poor	Few scoring criteria met
2	Satisfactory	Most scoring criteria met - satisfactory with some weaknesses
3	Good	All scoring criteria met - satisfactory with some strengths
4	Very Good	All scoring criteria met & some examples of best practice outcomes
5	Excellent	All scoring criteria exceeded - all demonstrate best practice outcomes

Part 3 – Overall PAR Summary

Part 3 – Overall PAR Summary		Minimum acceptable score
Total Supplier Score Achieved (from Part 4)		
Maximum Supplier Score Available	95	38
Total Customer Score Achieved (from Part 5)		
Maximum Customer Score Available	95	
Total Combined Score() Achieved		
Total Combined Score Available	190	

Part 4 - The Supplier's Performance

Category	Performance Measure	Scoring Criteria	Score (0-5)
1. Requirement	1.1 Supplier did have the necessary understanding and expertise to meet Customer expectations.	The consultant(s) has/have a good knowledge of the Customer and subject - Customer expectations of Supplier expertise are met	
	1.2 Supplier's proposal is comprehensive and focuses on delivering value.	Proposal includes a benefits realisation plan - Proposal does not extend scope and addresses the Customer's key requirements - Proposal provides a solution that is sustainable and relevant to the particular Customer	
	1.3 Supplier participates effectively in the procurement process .	Supplier meets procurement timelines - Supplier ensures that procurement is engaged at the right time in the process - The right channels are used - Supplier does not work without a PO / procurement sign off - No need for retrospective contracting	
	1.4 Supplier identifies opportunity for innovation and added value.	Supplier demonstrates innovation in approach to delivering the outcomes - Supplier is proactive in identifying opportunities to join up cross-Customer organisational/cross public sector activity - Supplier takes the opportunity to constructively challenge the Customer's assumptions & expectations	

2. Commercial	2.1 Payment is linked to benefit delivery	Different payment structures suggested in proposal	
	2.2 Supplier is open and proactive in optimising costs	Efforts made to minimise expenses - Prices are in line with market expectations - Supplier is open in explaining price breakdown and working with the Customer to identify opportunities to reduce cost - Invoices provided in line with Customer requirements	
	2.3 Supplier is proactive in identifying and managing risks	Supplier is proactive in identifying and allocating risk ownership - Supplier supports Customer in assigning and managing risks - Supplier is proactive in assessing impact of risks through the project and raising issues as appropriate	
3. Engagement & Relationship	3.1 Supplier engagement with the Customer is appropriate and focused on Service delivery	Supplier uses the right channels within the Customer organisation- Customer is able to distinguish between business development activity/roles and delivery activity/role - Supplier does not exploit its position within the Customer organisation	
	3.2 Supplier establishes effective working relationships with the Customer	Supplier integrates well with Customer's staff - Supplier is flexible in its approach to the Customer- Demonstrates a knowledge of Customer culture - Manages engagement issues well and does not let them impact on delivery - Supplier builds good relationships with internal staff in both Customer's business and commercial teams - Supplier does not take advantage of position within the Customer organisation	
4. Project Management	4.1 Supplier resources are deployed in the right way to deliver value.	Consultant staff are constant throughout the duration of the Services - The Supplier explains how project team has been put together to deliver the Services - Resource requirement remains in line with that included in the proposal - Focus on Service delivery is maintained - Supplier demonstrates value of wider organisational resource over and above individual Customers	
	4.2 Roles and responsibilities of consultant team are clear	Supplier provides clarity as to the roles and responsibilities of each consultant engaged	

	4.3 Supplier governance and project management is effective in ensuring the assignment is successful	Lead consultant was clearly identified - Issues were raised as soon as possible and solutions offered - Delivery plan was developed and agreed with the Customer at the outset - Progress against milestones was reported regularly and in line with Customer requirements - Customer satisfaction with delivery was monitored by the Supplier	
	4.4 Original scoping was robust	The scope and resource requirement remained in line with initial proposal - Initial proposal was accurate and did not need to be amended	
	4.5 Benefit delivery is effectively planned and managed	Benefit realisation plan adhered to	
5. Value for Money	5.1 Delivery on time (% variance +/-)	As business case & Supplier proposal	
	5.2 Delivery on budget (% variance +/-)	As business case & Supplier proposal	
	5.3 VFM (% achieved)	To what extent were the benefits, as outlined in the business case and specification, delivered	
6. Skills Transfer	6.1 Skills transfer	Supplier identified opportunities for skills and knowledge transfer - Supplier delivered transfer within original time and budget	
7. Exit Strategy	7.1 Project closure	Supplier reflected exit strategy requirements in their proposal - The project was closed off with no outstanding dependencies	
8. Lessons learned	8.1 What could the Supplier have done better?	[[text response]]	Not scored

Part 5 - The Customer's Performance

Category	Performance Measure	Scoring Guidance	Score (0-5)
1. Requirement	1.1 Consultancy assignment is supported by a robust Business case .	Customer shares relevant elements of the business case with the Supplier - The link between the assignment and wider business objectives in clear - Expected benefits are clearly defined and means of measurement is identified - Business case is used as a reference point throughout the assignment	

	1.2 Specification is outcome based and enables Suppliers to respond with a VFM proposal	Specification is outcome based and includes means of measuring delivery and success - Customer has a good understanding of their requirement and has communicated it clearly - Customer expectations of consultancy support are clear	
	1.3 Procurement approach supports the delivery of a VFM solution	The appropriate procurement route has been used (framework etc) - Procurement timescales enabled Suppliers to respond in full - Procurement documentation is succinct - The right questions are asked and all information requested is used - Where available standard templates are used - Evaluation criteria are clear	
	1.4 Customer is open to, and supporting of, Supplier innovation in delivering value	Customer is open to innovative suggestions and approaches and responds positively to constructive challenge - Customer allows flexibility in Supplier's proposal and considers alternative solutions - Early engagement of Supplier community by Customer	
2. Commercial	2.1 Payment is linked to benefit delivery	Customer is open to incentivisation approaches and able to provide data to support this	
	2.2 Customer demonstrates good commercial understanding	Customer demonstrates an understanding of commercial issues and contract terms are appropriate (liability, IPR) - Customer manages support from internal functions to ensure efficient resolution of commercial issues - Customer understands business needs - invoices paid on time	
	2.3 Customer understands and manages risks effectively	Customer understands risk profile and is able to allocate risk to the party best able to manage it - Risks are managed on an ongoing basis and mitigating action taken as soon as possible	
3. Engagement & relationship	3.1 Customer ensures that its engagement is with the Supplier is effective	Customer ensures that the Supplier has access to Customer staff as and when needed - Customer communicates need for engagement with the Supplier to the wider Customer organisation	

	3.2 Customer establishes effective working relationships with the Supplier	Customer provides information in a timely manner - Questions are answered as fully as possible - Customer staff work with the Supplier in a constructive manner - Customer does not take advantage of Supplier in its role as Customer	
4. Project management	4.1 Customer ensures that the internal resources are available at the right place and time to support benefit delivery	Customer ensured that the right quality and quantity of internal resource was available at the right time - Customer managed wider business engagement and participation as needed	
	4.2 Roles and responsibilities of Customer team are clear	Customer provides clarity as to the roles and responsibilities of internal staff	
	4.3 Customer governance and project management is effective in ensuring the assignment is successful	Customer identified a clear owner for the assignment - The decision making process within the Customer organisation was clear and decisions were made and communicated in a timely manner - Issues and concerns with Supplier performance were raised in a timely fashion and resolved in an open and constructive way - Communication and reporting requirements were clarified at the outset and compliance was monitored	
	4.4 Changes to the assignment are limited and well managed by the Customer where necessary.	Customer specification was suitable and did not require change during the project - Where changes were needed an assessment of the benefit and impact on the overall project was done - All changes could be linked to improved delivery of project and wider business objectives	
	4.5 Customer monitors benefit delivery against agreed plan	Customer identified delivery milestones in specification and measured compliance	
5. Value for Money	5.1 Delivery of Customer obligations on time	As business case and Customer roles & responsibilities	

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	5.2 Good Customer budget management	As business case and specification	
	5.3 VFM	To what extent were the final benefits required the same as those identified at the outset?	
6. Skills transfer	6.1 Skills transfer	Customer considered opportunities for skills transfer in specification - Skills transfer requirements and the means of delivery were clearly communicated - Customer made the right staff available to receive transfer - Skills transfer was written into Customer's objectives	
7. Exit strategy	7.1 Project closure	Customer included exit strategy in their specification - Customer adhered to exit strategy and project met closure requirements	
8. Lessons learned	8.1 What could the Customer have done better?	[text response]	Not Scored

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SCHEDULE 1 - SECURITY REQUIREMENTS and PLAN

INTERPRETATION AND DEFINITION

For the purposes of this Schedule, unless the context otherwise requires the following provisions shall have the meanings given to them below:

"Breach of Security" means the occurrence of unauthorised access to or use of the Premises, the Premises, the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with the Contract.

"Contractor Equipment" means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services;

"Contractor Software" means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services.

"ICT" means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

"Protectively Marked" shall have the meaning as set out in the Security Policy Framework.

"Security Plan" means the Contractor's security plan prepared pursuant to paragraph 3 an outline of which is set out in an Appendix to this Schedule.

"Software" means Specially Written Software, Contractor Software and Third Party Software.

"Specially Written Software" means any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Contract.

"Third Party Software" means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software.

1. INTRODUCTION

This Schedule covers:

- 1.1 principles of security for the Contractor System, derived from the Security Policy Framework, including without limitation principles of physical and information security;
- 1.2 wider aspects of security relating to the Services;
- 1.3 the creation of the Security Plan;
- 1.4 audit and testing of the Security Plan; and
- 1.5 breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.
- 2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:
 - 2.2.1 is in accordance with Good Industry Practice and Law;
 - 2.2.2 complies with Security Policy Framework; and

2.2.3 meets any specific security threats to the Contractor System.

2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):

2.3.1 loss of integrity of Authority Data;

2.3.2 loss of confidentiality of Authority Data;

2.3.3 unauthorised access to, use of, or interference with Authority Data by any person or organisation;

2.3.4 unauthorised access to network elements, buildings, the Premises, and tools used by the Contractor in the provision of the Services;

2.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and

2.3.6 loss of availability of Authority Data due to any failure or compromise of the Services;

2.3.7 processing and storage of authority data within the UK or by exception within the EEA. Any processing outside of the UK must be subject to specific approval by the Authority.

3. SECURITY PLAN

3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period (and after the end of the term as applicable) which will be tested, periodically updated and audited in accordance with this Schedule.

3.2 Prior to the Commencement Date the Contractor will deliver to the Authority for approval the final Security Plan.

3.3 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Contractor shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority 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 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 12 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 3.4 may be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.3 shall be deemed to be reasonable.

3.4 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:

3.5.1 the provisions of this Schedule;

3.5.2 the provisions of Schedule 1 relating to security;

3.5.3 the Information Assurance Standards;

3.5.4 the data protection compliance guidance produced by the Authority;

3.5.5 the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;

3.5.6 any other extant national information security requirements and guidance, as provided by the Authority's IT security officers; and

- 3.5.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.
- 3.5 The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.
- 3.6 If there is any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authorised Representative of such inconsistency immediately upon becoming aware of the same, and the Authorised Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.
- 3.7 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001 or other equivalent policy or procedure, cross-referencing if necessary to other schedules of the Contract which cover specific areas included within that standard.
- 3.8 The Security Plan shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule.

4. AMENDMENT AND REVISION

- 4.1 The Security Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:
- 4.1.1 emerging changes in Good Industry Practice;
 - 4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;
 - 4.1.3 any new perceived or changed threats to the Contractor System;
 - 4.1.4 changes to security policies introduced Government-wide or by the Authority; and/or
 - 4.1.5 a reasonable request by the Authority.
- 4.2 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.
- 4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of an Authority request of change to Schedule 1 or otherwise) shall be subject to a CCN and shall not be implemented until Approved.

5. AUDIT AND TESTING

- 5.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority.
- 5.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such tests (in an Approved form) as soon as practicable after completion of each Security Test.
- 5.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.
- 5.4 Where any Security Test carried out pursuant to paragraphs 5.2 or 5.3 reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to Approval in accordance with paragraph 4.3, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon

as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

6. BREACH OF SECURITY

- 6.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall immediately take all reasonable steps necessary to:
- 6.2.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and
 - 6.2.2 prevent an equivalent breach in the future;
 - 6.2.3 collect, preserve and protect all available audit data relating to the incident and make it available on request to the Authority;
 - 6.2.4 investigate the incident and produce a detailed report for the Authority within 5 working days of the discovery of the incident.
- 6.3 Such steps shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the Contract Change Notice/Variation procedure.
- 6.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

7. CONTRACT EXIT – SECURITY REQUIREMENTS

- 7.1 Upon termination of the Contract, either via early termination or completion of the Contract then the Contractor will either return all data to the Authority or provide a certificate of secure destruction using an industry and Authority approved method. Destruction or return of the data will be specified by the Authority at the time of termination of the Contract.

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Appendix A to Schedule 1 – Security Policy for Suppliers

The Customer treats its information as a valuable asset and considers that it is essential that information must be protected, together with the systems, equipment and processes which support its use. These information assets may include data, text, drawings, diagrams, images or sounds in electronic, magnetic, optical or tangible media, together with any Customer's Personal Data.

In order to protect Governmental information appropriately, Suppliers must provide the security measures and safeguards appropriate to the nature and use of the information. All Suppliers of services to the Customer must comply, and be able to demonstrate compliance, with the Customer's relevant policies and standards.

The Chief Executive or other suitable senior official of the Supplier must agree in writing to comply with these policies and standards. Each Supplier must also appoint a named officer who will act as a first point of contact with the Customer for security issues. In addition all Staff working for the Supplier and where relevant Sub-Contractors, with access to Governmental IT Systems, the Contract Services or Governmental Information must be made aware of these requirements and must comply with them.

The Suppliers must comply with the relevant Standards from the Customer information systems security requirements. The requirements are based on and follow the same format as International Standard 27001.

The following are key requirements and the Supplier must comply with relevant Customer policies concerning:

Personnel Security

Staff recruitment in accordance with government requirements for pre-employment checks;

Staff training and awareness of Governmental security and any specific contract requirements.

Secure Information Handling and Transfers

Physical and electronic handling, processing and transferring of Data, including secure access to systems and the use of encryption where appropriate.

Portable Media

The use of encrypted laptops and encrypted storage devices and other removable media when handling Governmental information.

Offshoring

The Data must not be processed outside the United Kingdom without the prior written consent of Customer and must at all times comply with the Data Protection Act 1998.

Premises Security

Security of premises and control of access.

Security Incidents

Includes identification, managing and agreed reporting procedures for actual or suspected security breaches.

All suppliers must implement appropriate arrangements which ensure that the Government's information and any other Governmental assets are protected in accordance with prevailing statutory and central government requirements. These arrangements will clearly vary according to the size of the organisation.

It is the Supplier's responsibility to monitor compliance of any Sub-Contractors and provide assurance to the Customer.

Failure to comply with any of these policies or standards could result in termination of the Contract under Clause 8.2.1.1.

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SCHEDULE 2 – STATEMENT OF REQUIREMENTS

1. Executive Summary

A key element of CQC's strategy for 2016-2020 (<http://www.cqc.org.uk/content/our-strategy-2016-2021>) is to reduce our revenue expenditure from £236 million, to £217 million by 2020. To deliver this we need to significantly reduce the cost of our organisation.

A large part of this reduction, c £15 million will be delivered by improving the efficiency of our operation. CQC expect to reduce staff numbers by approximately 300 over this period of time, whilst at the same time delivering a new Information Management & Technology (IM&T) strategy that has a digital focus ensuring that we are more efficient and our interactions with providers are more effective.

Having learned from other organisations that have been through this type of transformation we recognise the need to address key capability and capacity gaps, business process mapping, change management and change delivery.

To achieve our digital vision requires us to be clear on our existing business processes and how they can be improved as a result of new technologies. Our process knowledge is varied currently and is a significant weakness for us as we look to deliver our ambitions over future years.

Secondly, one of our new strategy priorities is to be a more efficient regulator. With a changing funding model we will be more dependent on provider fees, requiring us to ensure we are able to use tools and methods such as lean working to see how we can be more efficient and reduce operating costs.

The need to deliver our new strategy within a reduced budget is the cornerstone of our new medium term plan and strategy implementation plan (SIP). The efficiencies required will be delivered by more efficient ways of working and supported with new technologies. To enable us to achieve that requires us to urgently fill the identified business process gap, and we require external support to help us achieve that whilst transferring skills and knowledge to our small internal team.

CQC are looking to put in place an overarching "call-off" contract that is of zero value (i.e. no supplier is guaranteed work) but enables us to bring in the appropriate capacity and capability as we need it. CQC are clear that this support is required if we are to make significant headway in meeting our cost reduction targets alongside the implementation of an ambitious digital strategy.

CQC requires the support of specialist professional services to do this as it currently does not have the internal capability, capacity or experience to deliver a programme of this nature or scale and as such would benefit from the value of external expertise.

The initial call-off requirement from the contract will broadly be to fill the identified business process gap through establishing a baseline of knowledge across the primary functions of our operating model, supporting CQC to establish how the 5 year change ambitions can be translated into business process and requirements, and inform the structure of the strategic change programme.

2. The Requirement

For clarity, requirements are split into 2 sub-sections; the overarching contract and the initial call-off requirement:

Requirements for the overarching contract:

Over the last 2 years, CQC has begun to realise the value and benefit of having a documented operating model and how this feeds the underpinning business architecture of the organisation. The first call-off from this contract, below, will detail the requirements of how CQC intends to fill the gap in its existing business process knowledge, create our existing operating model and support CQC in defining our target operating

model.

CQC does not have the capability or capacity within its existing headcount to adequately undertake and complete this complex and large scale exercise within the timescales required. It is also important to also emphasise that an organisation of the size of CQC would never seek to retain the level of capability and capacity to undertake a task of this scale and nature as it would not represent value for money to retain that skillset. Delivering the scale of change set out in the Strategy Implementation Plan from Q1 of 2017/18 means this work is critical to ensuring those changes are realised and more broadly the execution of CQC's strategy in the subsequent years.

The overarching contract will enable and support the development of CQCs target operating model by providing a mechanism and pool of specialist skills to be able to upscale CQCs small specialist teams to meet the change needs of the organisation.

CQC requires the following skill sets to be called on an ad-hoc basis through a call-off arrangement, where each call-off will be directly linked to a change project or programme:

A. Business Analysis

- i. Business Process Modelling
- ii. Business Requirement Engineering
- iii. Business Analysis in an Agile setting
- iv. Business Analysis in a Digital setting
- v. Options Appraisal
- vi. Technical Assurance
- vii. Business Acceptance

B. Change Management & Delivery

- i. Change Analysis
- ii. Scoping and Planning
- iii. Change Delivery

Services required by the specialist skills are highlighted above, but it should be noted that this is not an exhaustive list of required services. Deliverables will be defined separately for each call-off, see below for specific deliverables for the first call-off.

Please note that the overarching contract terms and conditions will apply to both the initial call-off requirement and any subsequent call-off requirements that are sought via the overarching contract.

Requirements for the initial call-off requirement:

If CQC is to successfully bring about the saving promised as part of the new strategy we must be able to determine how our current processes need to change to release savings and determine the correct change plan to ensure those changes are made safely in a way that will minimise impact on the important business operation.

The timing of this work is also critical as delays to commence the work will result in a failure to meet the savings target forecast for 2017 and beyond. The following gaps must be addressed urgently to ensure organisational priorities are met from Q1 of next year;

- **Business process mapping** - CQC is not able to define or map the necessary changes that need to take place in order to meet strategic ambitions. This is because the organisation has a considerable number of gaps in process knowledge across its core operating model services (Register, Monitor, Inspect & Rate, Enforcement and Independent Voice) and as such there is little by the way of baseline information that can be used to determine the impact of changes, nor their future direction (to be business processes/requirements). If this gap is not addressed there is a

significant danger that CQC's strategic change programme will proceed at risk with a strong likelihood that costly implications will materialise downstream, notably that the organisation will not be able to respond quickly enough with changes that will enable it to fulfil its regulatory responsibility within a reduced financial envelope. An example of this would be the process definition that is required around risk within the Monitor function in order to drive a more cost effective and sustainable inspection model. At present CQC does not have any of its processes within Monitor documented and it is therefore difficult to determine the necessary changes to enable this ambition to be achieved.

- **The second and linked gap focuses on the necessity to map 'to be' business processes to capabilities and supporting technology.** CQC's efficiency targets over the next 5 years will only be achieved through the introduction of enabling technology and fully digitalised ways of working. However, the current lack of definition around business processes and requirements makes this alignment impossible to achieve. We also know that this level of information is pre-requisite for all IM&T discovery phases in alignment with Government Digital Service (GDS) principles. The risk that this misalignment presents is that CQC will deliver technology solutions as part of its strategic change programme that are not fit for purpose and do not meet the needs of the end user – but moreover, and most importantly, not achieve the critical and necessary efficiency savings.

In summary, CQC requires support to address the gaps that have been articulated above, but to also support them in structuring the efficient and effective delivery of the resulting programme.

CQC requires the support of specialist professional services to do this as it currently does not have the internal capability, capacity or experience to deliver a programme of this nature or scale and as such would benefit from the value of external expertise – it is also a fixed term activity through which we would expect to see a transfer of skills and knowledge to CQC colleagues thus positioning them to be able to continue with the delivery of the programme post completion of this activity.

Following on from the gaps that have been articulated above, the requirements of CQC are as follows;

A. Undertake an end to end diagnostic across the operating model to determine the gaps in process knowledge.

Key output:

- An expert validation of CQC's gaps around its operating model process knowledge
- A proposed approach to addressing this gap in knowledge of CQC's strategic ambitions and the requirements outlined below.

B. Work with CQC teams to plug the gaps in process knowledge in order to provide the organisation with a baseline of information (our current operating model) against which to impact future changes.

Key output:

- Model the gaps within the present state operating model
- Document the gaps in present requirements in order to provide the organisation with a baseline of information against which to impact future changes
- Model the current customer journey

C. Understand CQC's change ambitions over the next 5 years and support CQC teams to translate this into a set of business requirements and supporting processes (our target operating model).

Key output:

- i. Model the future state business processes for the key areas of delivery as detailed in our Strategy Implementation Plan
 - ii. Model the future state flows of information between actors, systems and processes
 - iii. Model the future state flows of messages between actors
 - iv. Model the future customer journey
 - v. Understand CQC's change ambitions over the next 4 years and translate this into a set of future state business requirements
- D. Support CQC in the alignment of future business requirements and processes to appropriate capabilities in order to inform the priority of delivery and overall structure of the strategic change programme.**

Key outputs:

- i. Matrix that aligns CQC requirements and processes to grouped capabilities.
- ii. A plan that depicts the priority and phasing of the changes that is necessary for CQC to deliver upon its strategic priorities.

3. Service Levels & Volumes

CQC will:

- a) Respond to requests for information or documentation and supply the required information or document (only if available) by 23:59 of the following working day that the request was made.
- b) Provide the contractor with an example document of CQCs current level of quality, look and feel for business process diagrams (levels 2-4) by the end of the third working day that the contract is operational.
- c) Provide the contractor with access to CQCs business requirement repository (cloud based system) by the third working day after the contractor has supplied the names of all staff that require access.
- d) Supply the contractor with Names, Email Addresses and Phone Numbers of core members of the Call off Working Group during the initial Kick-off Meeting.
- e) Review documents from the contractor, with a view to agreeing, the gap, approach, breakdown of deliverables and estimates of when deliverables will be delivered.

The Contractor will:

- a) Provide updates on progress regarding delivery of outputs by 09:00 on Monday morning, every Monday (weekly) during the duration of the contract.
- b) Provide updates on progress relating to costs incurred to date, by 09:00 on Monday morning, every second Monday (fortnightly basis) during the duration of the contract.
- c) Propose a format for the business process outputs and supply an example document for CQC to review and agree by the end of the first week that the contract is operational.
- d) Provide CQC with names of all staff that require access to CQCs business requirement repository (cloud based system) by 23:59 of the second working day that the contract is operational.
- e) Provide CQC with the contractor's expert view on the present gaps in documented business processes within the operating model (Primary CQC functions only; Register, Monitor, Inspect & Rate, Enforce, Independent Voice) by 09:00 on the 6th working day of the contract being operational (must include full breakdown of deliverables).
- f) Provide CQC with the approach the contractor proposes to take regarding addressing the present

gaps in documented business processes within the operating model (Primary CQC functions only; Register, Monitor, Inspect & Rate, Enforce, Independent Voice) by 09:00 on the 7th working day of the contract being operational.

- g) Provide estimates for when each individual deliverable is expected to be delivered (to an agreed standard) by 09:00 on the 11th working day of the contract being operational.
- h) Deliver each deliverable by the agreed milestone.
- i) Transfer knowledge on a regular basis (frequency to be determined) to relevant CQC employees as individual deliverables or sets of related deliverables are completed

Please note:

- All times are expressed in GMT;
- All progress updates are to be sent via email to the contract owner by the specified day and time; and
- All deliverables and requests are to be sent via email (phone is acceptable but must be followed up with an email) to the Call off Working Group. Names, email addresses and contact numbers will be supplied during the kick off meeting.

Exceptions to deadlines:

Where a deadline is specified as a Monday, where that Monday is a bank holiday or public holiday then the deadline will be the specified time but on the following working day.

4. Cost Envelope

Cost Envelope
Overarching contract – zero value call-off contract to be used on an ad-hoc basis to support the peaks in capacity demand of CQCs change programme
Initial Call-Off requirement – [REDACTED]
Subsequent Call-Offs for future requirements – to be confirmed upon identification of requirements and agreement of available budget (the cost of which will be determined in line with the Pricing Schedule provided by the successful supplier as part of this tender exercise)

5. Length of Contract

Anticipated Start Date*	Anticipated End Date*	Extension (If Applicable)*
For Overarching contract: 1 st May 2017	For Overarching contract: 30 th April 2018	For Overarching contract: Potential for contract extension up to 30 th April 2019

The overarching contract which CQC intends to award will cover an initial period of twelve months, which is anticipated to commence towards the end of April 2017 / start of May 2017 (subject to agreement and finalisation of contract).

There will be the potential opportunity for this to be extended for up to an additional twelve months, subject to satisfactory contractual performance and agreement by both parties.

* Please note that the commencement date of the overarching contract is currently anticipated, and is subject to change/agreement.

Delivery of the Initial Call-Off Requirement (and any subsequent Call-Off requirements identified) will occur within the duration of the overarching contract.

6. Authority Responsibilities

- Appoint a CQC representative to act as the contract manager.
- Provide access to relevant CQC offices.
- Provide relevant data to allow contract delivery.
- Provide contact details of required stakeholders
- Attend regular contract management & service delivery meetings.
- Ensure all milestone payments are made promptly in line with the contract
- Provide CQC templates and 'good quality' examples to illustrate expectations in format and quality of deliverables
- Provide office space for services to be delivered on-site
- Provide hardware in order to access CQC systems and documents

7. Contractor Responsibilities

- Appoint a Contract Manager to oversee, co-ordinate the work, manage the Contractor's resources and liaise with the CQC Business Lead.
- Attend regular meetings to discuss contract delivery
- Produce regular status reports as required by the CQC Business lead.
- Perform quality assurance on all aspects of the work that that is produced.
- Provide CQC with timely and ongoing evaluation and quality assurance information relating to the work.
- Provide updates on costs in line with service levels.
- Adhere to CQCs policies and procedures during the duration of the contract including undertaking any required mandatory training

8. Contract Management Arrangements

Both the overarching Contract and call-off requirements will be closely monitored and managed by CQC's Head of Sector Support & Business Improvement (or equivalent), as the responsible owner for the programme of work across CQC. The nominated individual will maintain the overall diligence of both the work carried out by the Contractor under the initial call-off requirement and any subsequent call-off services arising under this Contract.

It is envisaged that monthly meetings are to be held for governance purposes and to ensure agreed milestones are met, delivery of the project takes place within defined budget parameters and the identified outcomes/requirements are in line with the intended outcomes of the wider requirement for Business Analysis and Change Management & Delivery.

It is also envisaged that the monitoring of the initial call-off requirement and any subsequent call-off services arising under this Contract will be undertaken by weekly calls (as a minimum) between the Contractor and CQC, to update on progress, provide feedback and review all expenditure arising in the delivery of the service(s).

Following completion of the initial call-off service (and any subsequent service requirements which are to be delivered), the Contractor will attend a post contract review with CQC to review whether the objectives of the contract were met, to review the benefits achieved and to identify any lessons learnt for future projects

9. Key Performance Indicators

Indicator	Measured by	Reference Point or Target
Detail level of deliverable is agreed and in line with expectations	Review meeting between CQC and supplier	Start and mid-point of the agreed delivery timeframe
Completion of agreed deliverable(s) applicable for each contract call-off	Review meeting between CQC and supplier	Target = 100% - assessed at end-point of the agreed delivery timeframe
Production of delivery plan including agreed itemised and prioritised deliverables	Delivery plan submitted to CQC for review	Target = 100% - to be produced within 1 week of contract call-off 'kick-off' meeting
Payments to be made following agreement of successfully completed deliverables	Review meeting between CQC and supplier. Deliverable to be agreed as successfully completed by the estimated timeframe for that deliverable	Estimated completion date of itemised deliverable as detailed within supplier produced delivery plan
Delivery Timescales - Services to be delivered in accordance with agreed timelines and any change is raised and agreed by the relevant CQC representative	As part of routine progress reporting and contract management meetings, and review at end of delivery of services	Target = 100% - to occur throughout agreed delivery timeframe for provision of services
Security Requirements – Services to be delivered in accordance with information security, data protection and any confidentiality agreements.	To be monitored on an ongoing basis throughout lifecycle of delivery, and review at end of delivery of services	Target = 100% - throughout agreed delivery timeframe for provision of services
Evaluation, Learning and Skills/Knowledge Transfer - evaluation and learning will be completed at the end of each deliverable, and any identified improvements flagged along with an action plan for development. Skills and knowledge transfer as specified in section 12.	To be monitored on an ongoing basis throughout lifecycle of delivery, and review at end of delivery of services	Target = 100%
Quality of Expertise - Contractor to ensure that individuals delivering work under the contract are those stated in their tender response or an equivalently qualified individual in instances where the stated personnel has left the organisation	To be monitored on an ongoing basis throughout lifecycle of delivery, and review at end of delivery of services	Target = 100%

10. Milestones

Description	Target Date	Action to Achieve Milestone
Produce and agree a delivery plan including itemised and prioritised deliverables	1 week after call-off 'kick off' meeting	Ensure plan is delivered and agreed between supplier and CQC
Delivery of each agreed deliverable	Delivery by estimated completion date as detailed in the delivery plan	Deliverable agreed between CQC and supplier as satisfactorily complete
Post-Delivery Review	Within 2 weeks of completion date	Date of post-delivery review meeting to be agreed as part of delivery plan

Please note that for both the initial call-off requirement and any other subsequent requirements called off from the overarching contract, requirement-specific milestones will be jointly agreed as part of delivery planning between the Contractor and CQC.

11. Skills and Knowledge Transfer

A core aim of this activity is to upskill CQC colleagues in the areas of business analysis and change delivery so that individuals possess the necessary knowledge and skills required to continue effective delivery of the strategic change programme post completion of this work.

Knowledge transfer from the contractor to CQC should take place at regular intervals through the development of the required outputs, explicit frequency to be determined.

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SCHEDULE 3 – SUPPLIER RESPONSE

Care Quality Commission



CQC reference: CQC PSO 109

BUSINESS CHANGE CONSULTANCY – STRATEGIC CHANGE

**SPECIALIST PROFESSIONAL SERVICES FOR ORGANISATIONAL
PROCESS MAPPING AND CHANGE DELIVERY**

TENDERER RESPONSE DOCUMENT – TECHNICAL EVALUATION

**THIS DOCUMENT IS TO BE COMPLETED BY THE TENDERER
AND UPLOADED ONTO THE CARE QUALITY COMMISSION'S E-
TENDERING PORTAL**

NAME OF TENDERER: Actica Consulting Ltd.

RESPONSE TO TECHNICAL EVALUATION REQUIREMENT STATEMENTS

Response to Requirement Statements

Tenderers must provide responses to the Technical Evaluation Requirement Statements below, to describe how they will meet the requirements of the contract. Questions should be answered in full and should not refer to other documents or appendices (unless otherwise instructed).

Tenderers are referred to the Statement of Requirements when forming responses, and reminded that the Technical Evaluation will account for **60%** of their total tender score.

Requirement Statements	Question Weighting
<p>Overview</p> <p>Tenderers must provide a concise summary highlighting the key aspects of the proposal.</p> <p>Please note: Tenderers must not submit marketing material or any other documents (other than any supporting documents requested by CQC as part of their tender submission)</p> <hr/> <p>Response:</p> <p><i>Please see following pages.</i></p>	<p>This response is not evaluated and should be used to contextualise the Tenderer's response.</p>

Overview

Executive Summary

We are delighted to submit this proposal to support the Care Quality Commission to deliver your 2016-2020 strategy.

You face a challenging and exciting time over the next few years as you seek to deliver your new IMT&T strategy, develop a new operating model, move towards intelligence-led regulation and utilise data and resources more efficiently and effectively to drive up quality.

There are numerous external challenges for the quality agenda in the health and social care sectors. Incredible resource pressures threaten quality, sustainability and operational performance across a range of social care, hospital and primary care providers. Also, the move to increased system-based planning and delivery through STPs, is encouraging these issues to be viewed more systematically rather than on a per-site or per-organisation basis.

You are awaiting a report from the National Audit Office and will face a Public Accounts Committee hearing in the Autumn so you will need to demonstrate an effective and robust approach to managing the pressures that you are confronted by today, delivering the right changes, to deliver your future strategy, and do so in a way that delivers value for money.

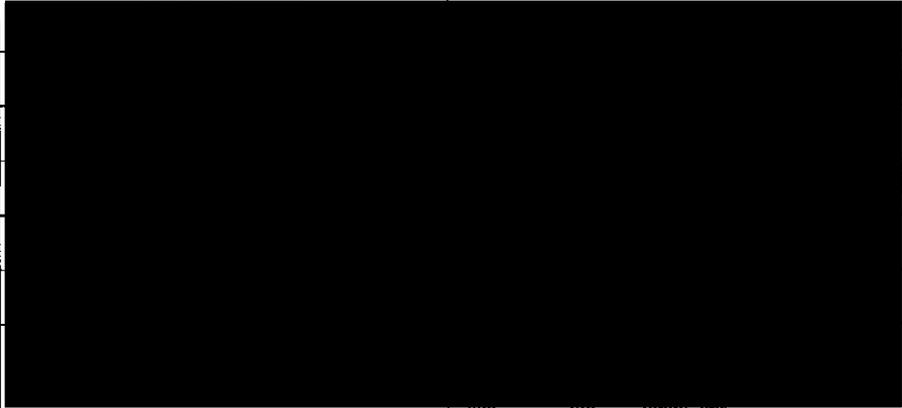
This contract is a critical enabler for this. It will provide you with expert, flexible support that can be tailored to your needs. The first call-off requirement will be a key component of this in:

- Understanding your current processes and the improvements needed to manage today's challenges;
- Understanding the longer-term strategic changes that will be needed;
- Balancing both drivers to deliver a change roadmap.

For this contract to succeed, you require a partner to bring the right technical expertise across a range of specialisms including strategic planning, operating model design, change management, technical assurance, process and systems analysis, agile delivery and regulatory change. However, it also needs a genuine partnership that brings the best advice from across these disciplines, tailors it to your needs, and rolls up their sleeves to deliver alongside you – building up your capability to support your longer-term goals.

Our response covers the four questions of the ITT and the fee proposal.

Contact Information

Contact and Administrative Information		
Tenderer's Name:	Actica Consulting Ltd.	
Address:	4 Stirling House, Stirling Road, Surrey Research Park, Guildford, Surrey, UK, GU2 7RF	
		

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Method Statement for Overall Contract Requirement (Business Analysis and Change Management/Delivery)

Please describe (with specific reference to the overarching requirements as described within the 'Statement of Requirements' document) how it is intended to deliver the overall contract requirements for Business Analysis and Change Management & Delivery.

Evaluation Intention – this criterion seeks to establish that the Tenderer has:

- Proposed a credible solution to the overarching requirements;
- Identified and proposes suitable management of the delivery risks;
- Described a quality assurance regime that monitors, measures and assures quality outcomes; and
- Successfully undertaken this type of work in the past and can provide supporting documentary evidence

Please note: The response may be supported by providing examples/evidence of similar services previously delivered on behalf of organisations of a similar standing to CQC (in size/profile), who have faced similar challenges to those described within the Invitation to Tender. Such examples/ evidence may be provided in the form of supporting case studies

20%

Response:

Please see following pages.

Method Statement for Overall Contract Requirement (Business Analysis and Change Management/Delivery)

Approach

This is a challenging and exciting time for the Care Quality Commission. You are delivering an ambitious change agenda to develop intelligence-led and cost effective regulation whilst championing quality across the health and social care sector. You manage a complex workload delivering five core services (Registration, Monitor, Inspect and Rate, Enforcement, and Independent Voice), across the adult social care, hospitals and primary medical services domains.

The health sector is rapidly changing, and as a result, you not only need to rapidly drive up quality through your processes, you need to do so in a way that supports these changes. Health and social care delivery is increasingly spans multiple providers and it is recognised that planning and commissioning should be done at a system level. The three challenges of achieving operational performance, financial sustainability, and quality of service and outcomes are becoming even greater.

In the background of these system-wide drivers, you also face a number of immediate challenges to ensure you are demonstrating effective control of quality in the sector and representing effective value for money as a regulator. In particular, you will need to ensure you are well prepared for the Public Accounts Committee in the autumn of 2017, equipped with a feasible plan for demonstrating value for money regulation that drives up quality across the sector.

Demonstrating this will require a number of key risks to be managed:

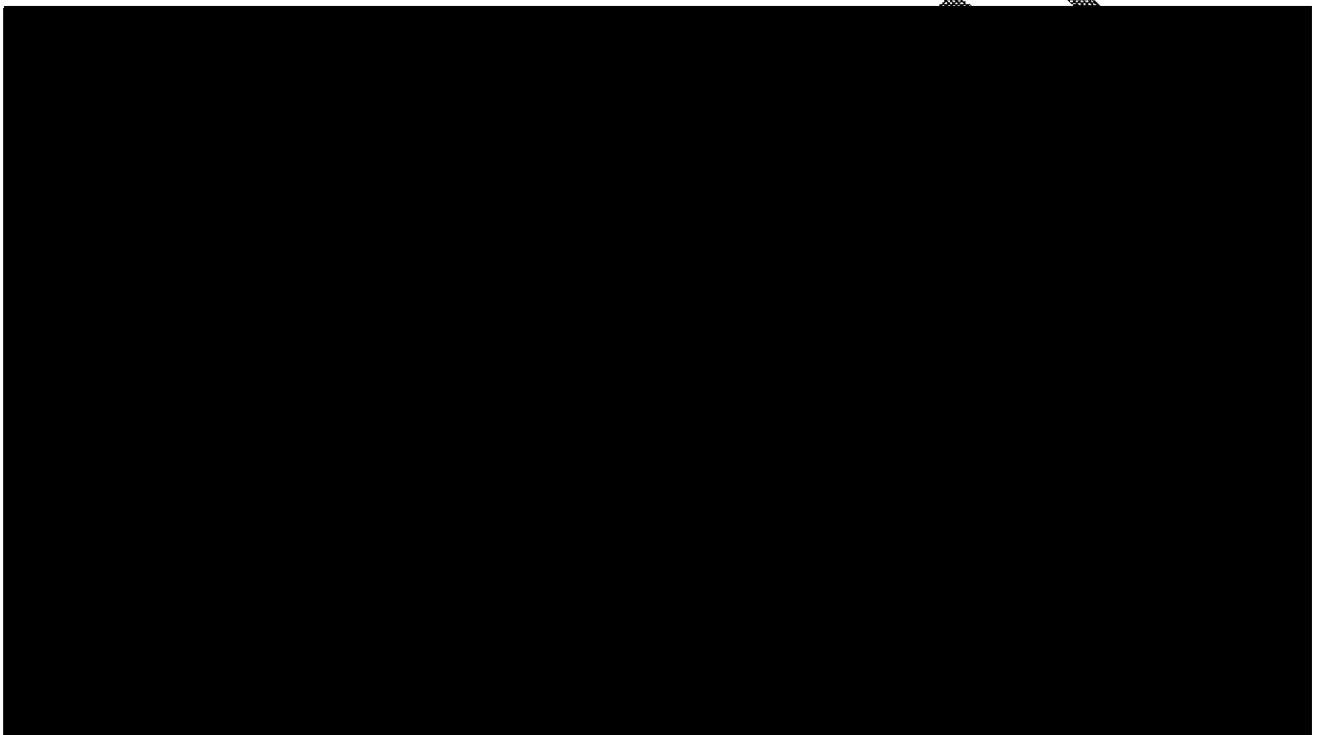
- The risk that the scale and volume of change in delivering your future vision overshadows the delivery of effective regulation today. A tailored balance is needed between improving quality today and delivering a strategy that will improve quality for tomorrow.
- The risk that any future operating model creates a new set of legacy systems, and is not flexible enough to adapt to an ever-changing sector where quality is always a politically volatile issue. Flexibility is needed to ensure that you can deliver your strategy in a way that equips you for tomorrow's challenges and enables you to adapt with them.
- The risk that you undertake significant design work at the expense of delivering impactful changes now. Having the pragmatism to deliver the right changes that have the highest impact will be key.
- The risk that you do not build your capability as you deliver, and create dependency on external suppliers who "do it for you" rather than "with you". A genuine partnership is needed that gives you the capability you need, but also helps you to build your skills and resilience.
- The risk that multiple different changes are delivered to provide various "quick wins" that do not coherently support the longer-term agenda. A coordinated approach is needed to align delivery plans across the matrix organisation.

This contract is a key component in mitigating these risks by providing you with right support across a number of areas:

- Deep analytical and technical insight to develop genuinely "intelligent" processes supported by the right systems.
- Understanding of the health sector and the ability to navigate this climate in developing a flexible operating model that delivers value both today and tomorrow.

- Understanding of the regulatory regime and processes to ensure that the approaches developed are the right ones, and can be adopted and embedded into your business.
- Understanding your users and customers (inspectors, clinicians, providers and patients) to ensure that changes are having the desired impact on the sector.

This support needs to include the right combination of end-to-end strategic support in order to scope, mobilise, and support the delivery of an overall change roadmap, as well as practical hands-on support to individual improvement projects at all stages in their lifecycle.



As leading experts in our respective fields, we can draw on a range of technical approaches, tools and experiences, but we do not assume a one-size-fits all approach. Instead we will roll our sleeves up and work with you in partnership to deliver the most appropriate intervention for the challenges.

Our technical expertise includes the two broad skill sets defined in your requirement (Business Analysis and Change Management and Delivery), and a few examples of the tools, methodologies and frameworks that demonstrate our Business Analysis and Change Management skill sets and can be deployed to support you are shown below:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

We will apply these skills pragmatically across our partnership to deliver a leading, tailored response to any needs you face on this contract. We are confident we can achieve this because of the following:

- **Our management approach (Q4).** We have a common approach to managing this contract and engagements within it which ensures the right skills, right experience and right approach for you, when you need it – this is described in more detail in Question 4.
- **Our joint values.** We have a common value across all of our organisations, and we are comfortable working partnerships to deliver success.
- **Our skills and experience.** Between us we have experience of delivering complex change across a number of high profile health, regulatory and operating model transformations.

Our values

We are customer-focused organisations and all exist to help making a lasting impact to our clients. Whilst we each bring unique areas of experience, expertise and focus, we are all driven to:

- **Deliver excellence in our areas of expertise** – we are not all things to all people, we are excellent in our respective areas of focus.
- **Act independently** – we are impartial and are not conflicted by ownership or an alternative audit arm that creates conflicts or constraints on our advice.
- **Work in partnership, building skills** – we work with our clients, helping to build the knowledge and understanding. We also work in partnership with others to build best of breed solutions drawing on a range of expertise.
- **Work flexibly** – recognising that the needs of clients will vary and that there is no one size fits all approach.
- **Deliver great value for money** – we do not bring the overheads of many other competitors in the market. We are nimble, flexible and focused on the right expertise which ensures outstanding value for money.

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[REDACTED]

Our Approach

[REDACTED]

The Results

[REDACTED]

[REDACTED]

Complex programme delivery

[REDACTED]

Our Approach

[REDACTED]

The Results

[REDACTED]

Our team understands the complex regulatory environment in which the CQC works, and have experience in delivering change in similar settings. We worked at [REDACTED] to establish effective ways of working to drive improved [REDACTED] performance within the complex statutory frameworks they face. We also led the transformation programme [REDACTED] to ensure successfully launch in line with the Health and Social Act becoming law.

Regulatory transformation

Our Approach

The Results

Complex programme delivery

Our Approach

The Results

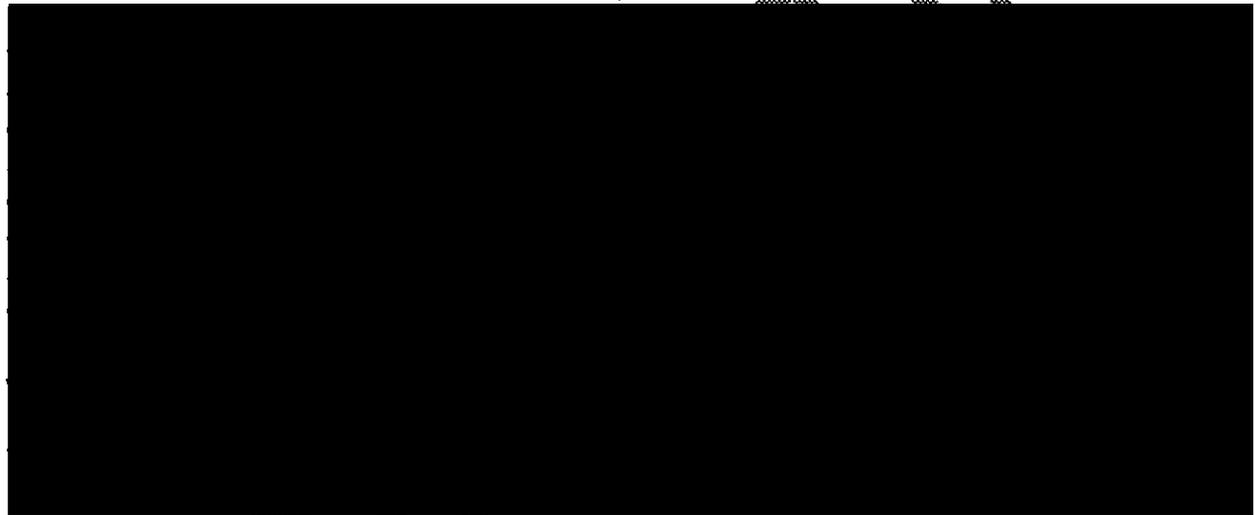
We have deep experience in delivering Operating Model transformation across multiple sectors. This includes the design and definition of an enterprise wide Target Operating Model [REDACTED] the design of an integrated Health and Wellbeing Programme [REDACTED] and the establishment of a new organised crime unit [REDACTED]

We have delivered TOM programmes for large public service providers

An operating model definition and design that set the foundation for a major transformation programme



Our Approach



The Results



Undertook a major transformation

undertaking a major transformation programme to enable to deliver services with greatly reduced funding levels. The Transformation Programme was based on

transforming the way that direct services were delivered.

Our Approach

Actica provided a team of business and technical architects to support all aspects of the transformation programme.

The support Actica provided to ran for a period of . The team size varied as needed to meet the requirements.

The Results

Transformation

Business Process and Architecture Review for major transformation

Our Approach

The Results

[Redacted]

We have delivered end-to-end digital transformation programmes for a number of clients. This includes [Redacted] and [Redacted]

***We have delivered Level 1 Transformation
Omni-Channel Transformation for*** [Redacted]

[Redacted]

Our Approach

Our work was pioneering for the industry – [Redacted] We delivered an end-to-end digital transformation, covering all elements [Redacted] all underpinned by innovative culture change initiatives and a focus on benefits realisation.

The Results

[Redacted]

[Redacted]

**delivering
transformation from a paper based to a digital organisation**

[Redacted]

Our Approach

[Redacted]

The Results

[Redacted]

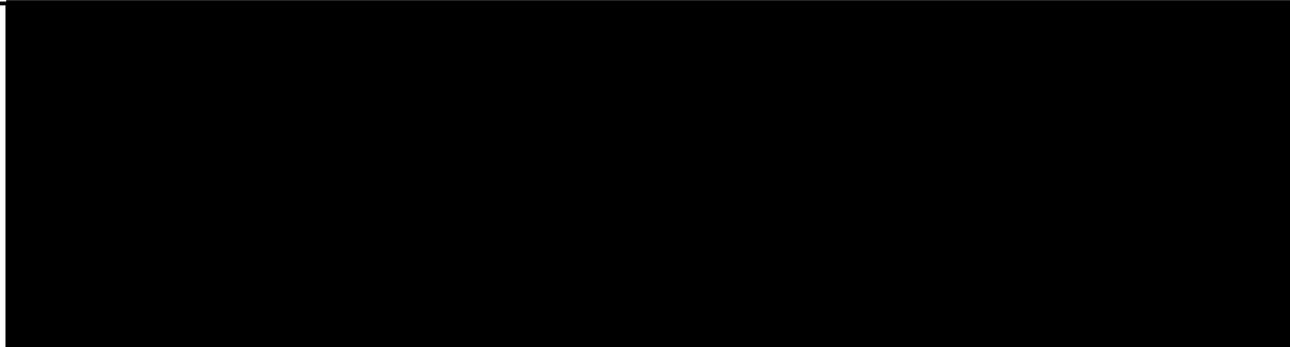
We are experts in providing flexible call-off contracts to public sector customers. We provided [Redacted]

[Redacted]

[Redacted]

Our Approach

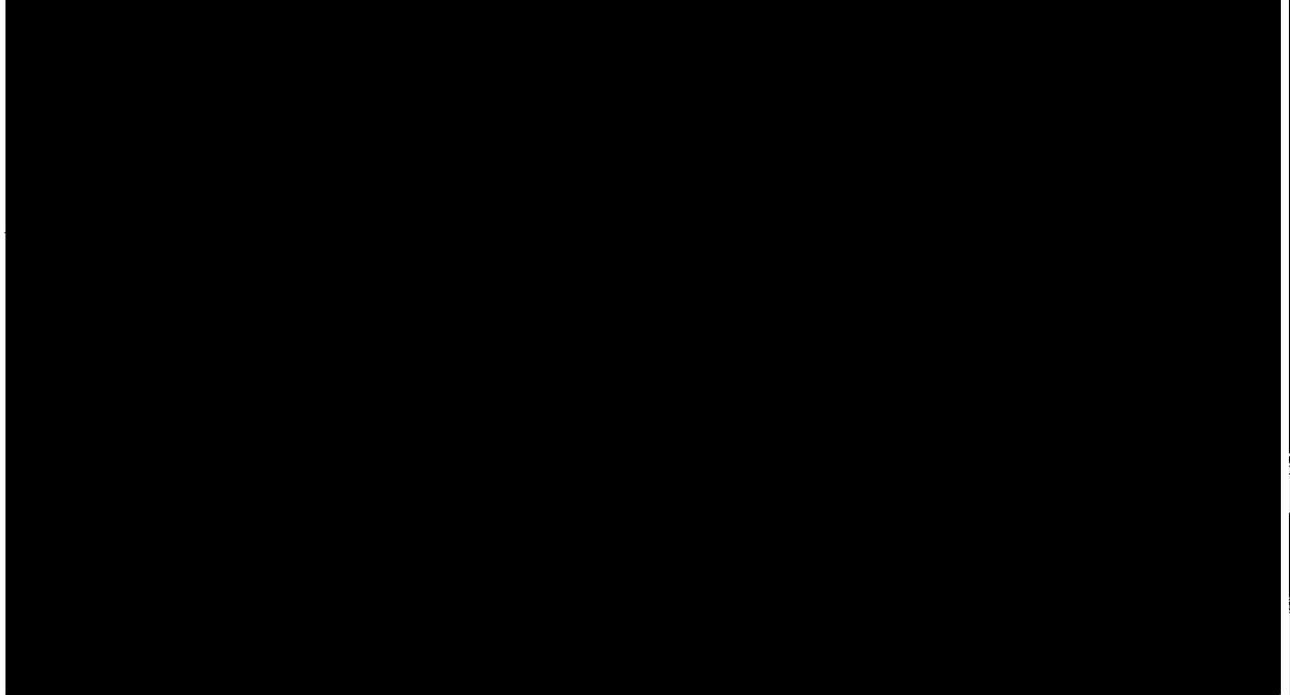
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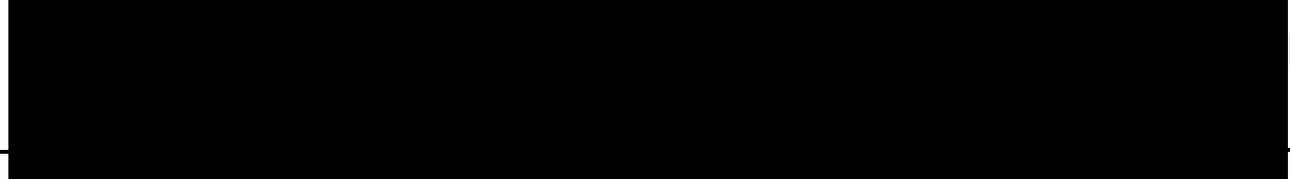
The Results



Our Approach

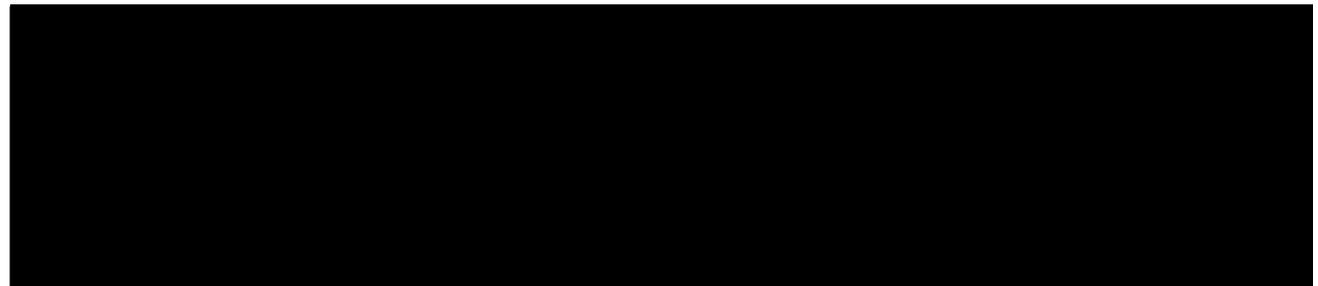
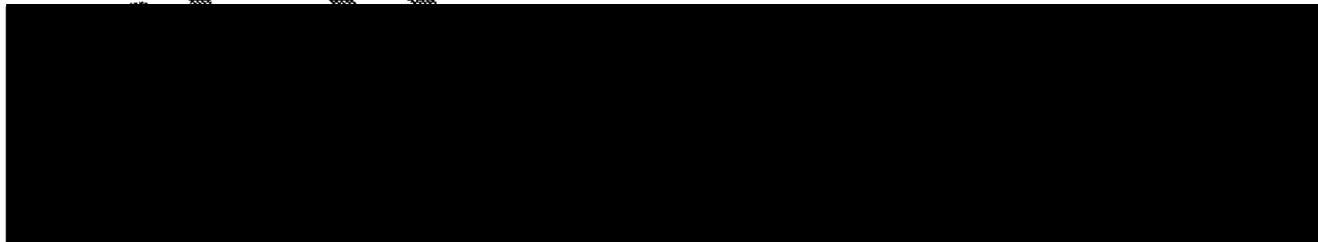
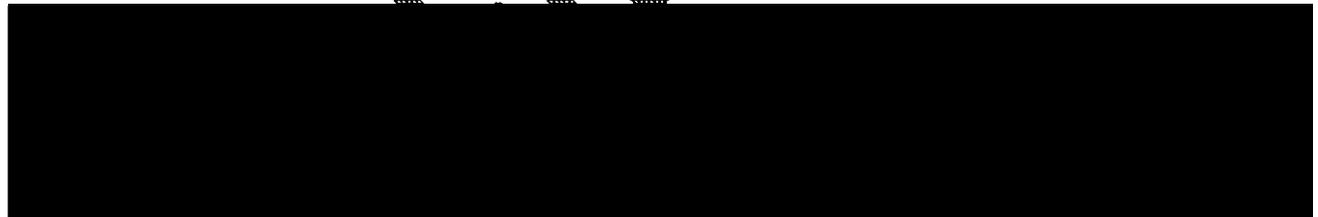
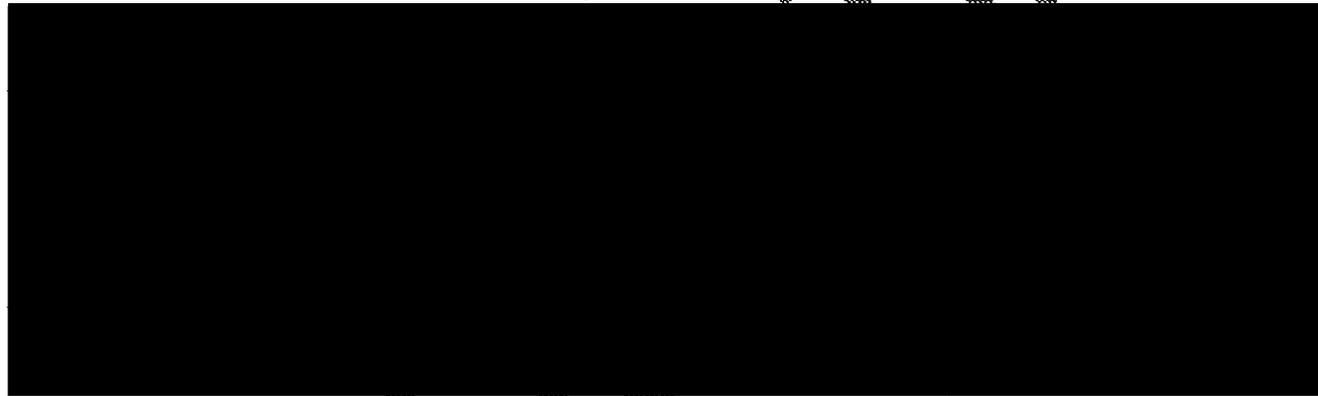


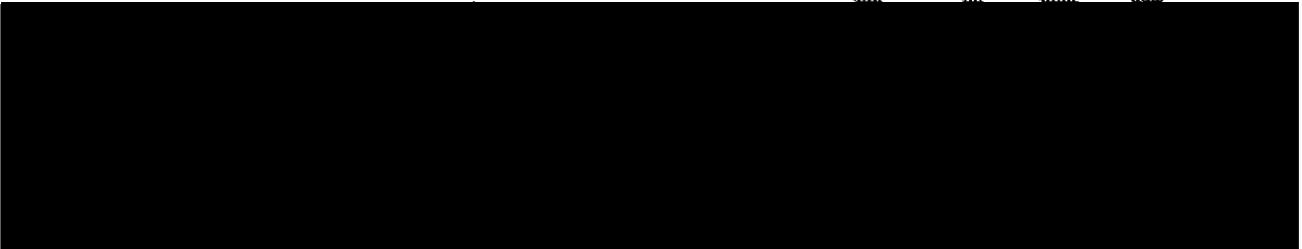
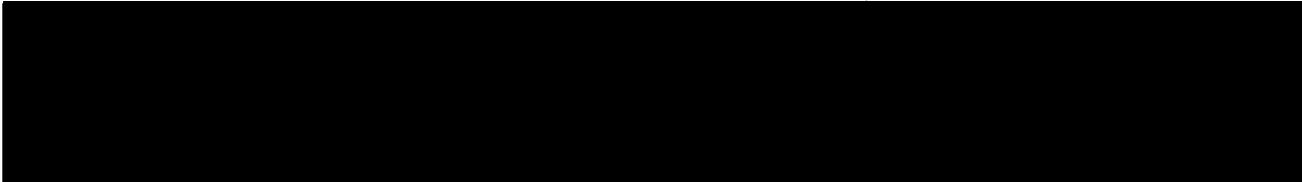
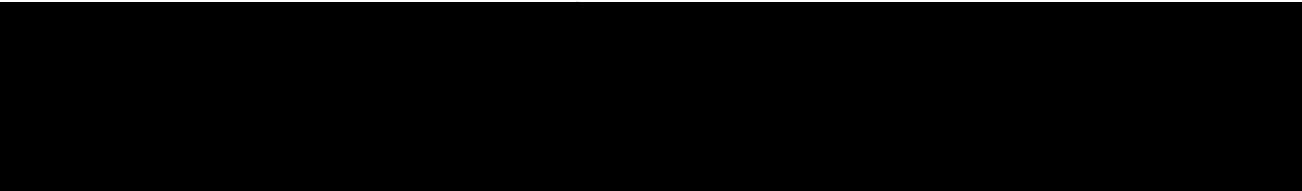
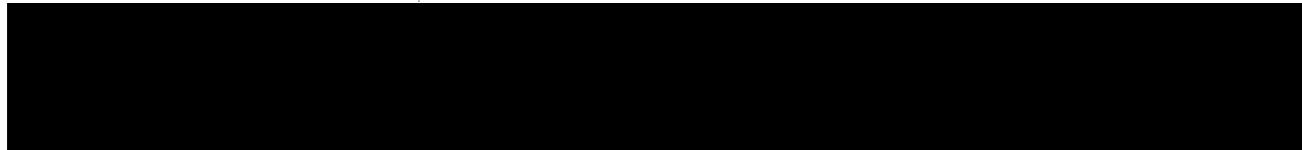
The Results



Further Examples

A number of further examples are provided below to demonstrate the breadth of our experience. If further detail on any of these is required, we would be happy to provide this on request.



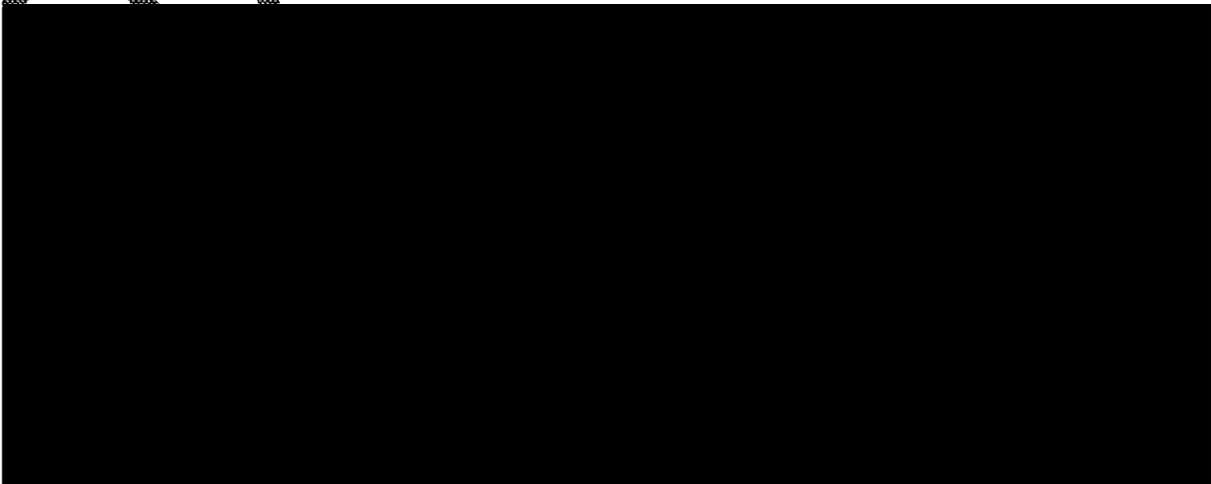


Quality Assurance

Actica's quality assurance system is certified as compliant with International Standards ISO 9001: 2008 by TUV UK QA [REDACTED]. Our quality policy is to maintain our reputation for excellence by providing customers with a flexible and efficient consultancy service that meets their requirements effectively. This is achieved by applying planning, independent review and audit to all work, by presenting work to consistent and professional standards and by providing a suitable working environment, training and resources.

Our quality assurance processes will be applied to all of the work undertaken under this contract to ensure that our team deliver to agreed timescales and budget and produce deliverables that meet or exceed your expectations.

The key features of the QMS as applied to this project are as follows:



Full details of the Actica QMS can be provided on request.

Method Statement for Initial Call-Off Requirement (Organisational Process Mapping and Change Delivery)

Please describe (with specific reference to the elements of the initial call-off requirement and the outcomes expected, as described within the Statement of Requirements) how it is intended to deliver the intended outcomes for Organisational Process Mapping and Change Delivery.

Evaluation Intention - this criterion seeks to establish that the Tenderer has:

- *Demonstrated how it will meet the requirements of the specific remit;*
- *Described and detailed the resources proposed, and their areas of relevant expertise;*
- *Details of key staff and their areas of expertise, that will have most influence on the success of delivering the specific requirement*
- *Demonstrated how resources/staff will be organised and managed in order to undertake the work, and how the team will interface with CQC;*
- *Details of any other resources, in addition to personnel, that may be essential to the assignment*

20%

Please note: Your response will be cross-referenced with the Pricing Table B (Total Costs for Initial Call-Off Requirement) to ensure that the Resource identified is appropriate and sufficient for the purposes of delivering the requirement

Response:

Please see following pages.

Method Statement for Initial Call-Off Requirement (Organisational Process Mapping and Change Delivery)

Approach

You have set an ambitious strategy for the next 4 years to deliver a more targeted, responsive and collaborative approach to regulation, to enable more people to receive high-quality care. We understand the risks you are managing to deliver this given the pressures on providers to achieve improvements in quality whilst budgets are reducing.

We understand that the outcome of the initial Call Off is to develop a baseline current operating model, to enable you to understand the impact of future changes, to map the "to be" business process to the supporting technology and to provide support to structure an efficient and effective delivery of the future programme. This will mitigate your key risks around the operating model or technologies not being well designed, or taking too long to adapt, and that you do not effectively collect or process the information needed to deliver an intelligence-led approach to regulation.

Our approach draws on our team's substantial expertise of achieving similar outcomes for a range of organisations including [REDACTED]. We have an in depth understanding of how to carry out operating model design and develop a delivery programme in parallel with the GDS Service Design Manual processes to design and develop new digital and technology services through our work as part of the GDS Transformation Support team.

You have told us that part of your objective for the "to be" business process work is to use the information as part of a GDS Discovery exercise. GDS would not advise carrying out a full Discovery across all of your services ahead of delivery, as this "up front" design approach is at odds with the agile design principles described within the Service Manual. However, there is a need for "just enough" design to support development of a plan for the strategic change programme which reflects the dependencies between the services. We have tailored our approach to meet this best practice, "just enough", design challenge.

There is also a risk that you are unable to deliver the changes set out in your strategy due to being unable to agree or deliver joint approaches with partner organisations, including promoting a shared view of quality. User research, with a wide section of your user base, is a key component of the GDS process and you will need to engage closely with care providers, partner organisations and other users throughout delivery. [REDACTED]

Our approach to delivering the outcomes required within 3 months of contract award is to [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

Our plan for the work is shown below. We confirm that we will meet all of the contractor requirements set out within Section 3 of the SOR. Further detail in our approach for each phase is shown in the following sections.

[REDACTED]

CS

[REDACTED]

The outcome of this phase is [REDACTED]

[REDACTED]

We will provide you with a list of all staff that require access to your business requirements repository within 2 days of contract award for the framework. We understand that you will provide access to your repository and example process diagrams within a further 3 days, therefore we propose that the initial call-off work formally starts no less than a week after contract award to reduce the risk of downtime waiting for information.

On day one of the initial call-off work we will hold an initial kick-off meeting with the project team and key stakeholders at CQC. The aim of the meeting will be to:

- confirm the terms of reference, scope and objectives of the engagement, and the approach to be taken;
- identify sources of information and stakeholders to be consulted during the review;
- agree the stakeholder groups to be actively involved in the assignment and obtain contact details;
- agree the formats and, where necessary, the structure of the deliverables;
- identify the CQC individuals who will be the knowledge transfer contacts;
- agree the project management and reporting approach to be taken in the assignment;
- confirm our understanding of the context and status of the assignment, and any key issues to be addressed;
- transfer any other relevant supporting documentation and information.

Given the short timescale for requirement A, we have developed the framework below to structure the gap analysis work. We assume that processes such as Register, Enforcement and Independent Voice are likely to be common across Adult, Social Care, Primacy Medical Care and Hospitals. However, given the structure of CQC we anticipate significant differences between the processes for Monitor and Inspect & Rate across these provider groups.

[REDACTED]

We carried out a similar end to end diagnostic for [REDACTED] delivering a [REDACTED]

[REDACTED]

[REDACTED]

We will adopt appropriate techniques to collect information on your IM&T architecture and current business processes that will supplement and validate our existing knowledge. These techniques could include:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

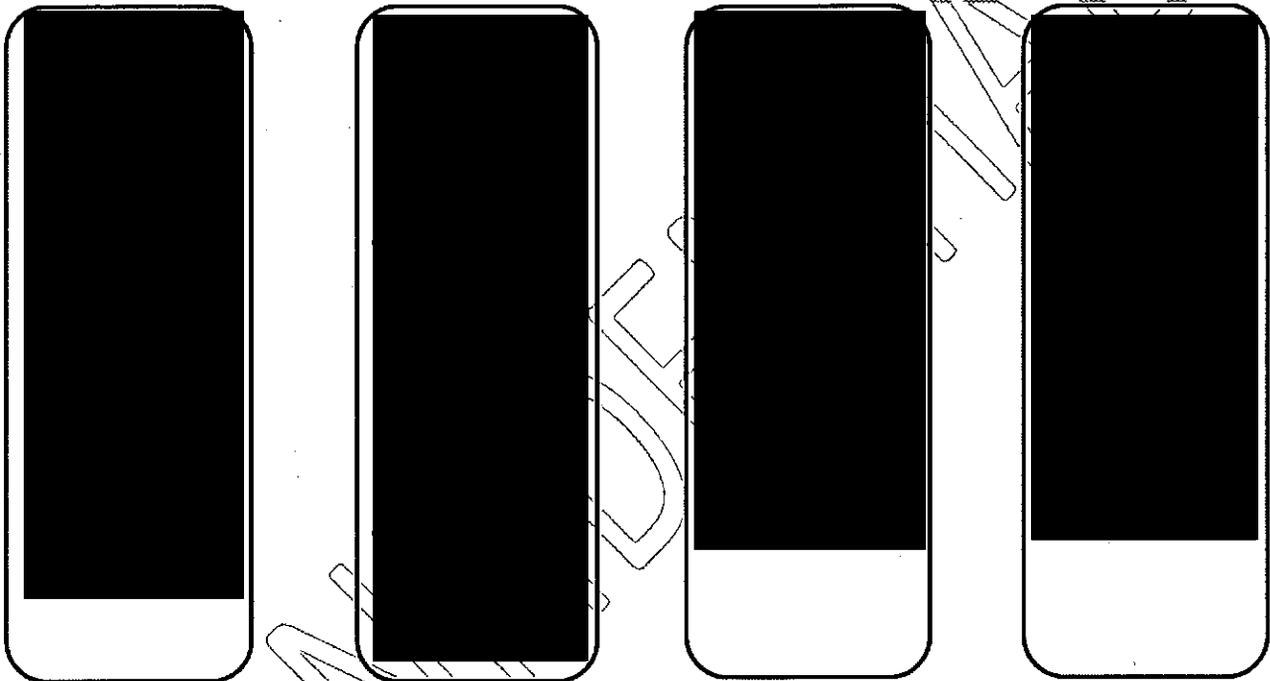
[REDACTED]

Phase 1

We proposed to work on Requirements B and C in parallel with half of the team documenting the current operating model/customer journey and the other half understanding CQC's change ambitions and modelling the future customer journeys and processes. This parallel stream of work will provide visibility of the gaps between current and future, and enable us to prioritise Phase 2 to develop the most important future business processes in enough detail.

Current operating model

We will use a combination [redacted] to analyse the current operating model in each of the areas shown below. You have not asked for a review of issues [redacted]



We will seek to adopt a high-level approach to documenting the gaps in present requirements, taking a holistic view of the business with an integrated approach to both user needs and information architecture.

Throughout our analysis of the current operating model, we will be engaging with [redacted]

Completion of this assessment will allow the documentation of the present requirements, which can be used to determine the impact of future changes. At the end of this stage we will provide:

- [redacted]
- [redacted]

Understand Strategy and Vision, and Initial Target Operating Model Development

[REDACTED]

We supported [REDACTED] to improve both their understanding of their current business processes and how the processes are supported by their current application portfolio.

[REDACTED]

[REDACTED]

In order to ensure that the TOM meets your operating needs, we will [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Initial plan and backlog

Based on our research and analysis during [REDACTED] we will have prepared a strategic level TOM, identifying areas of improvement from the current operating model. These will be [REDACTED] so that each area can be investigated in the most sensible order, allowing quick wins to be delivered and the maximum amount of value to be delivered. Factors influencing the priority of each area include the time to realise benefits, cost of changes, change impact on BAU, and risk associated with change.

The goal is to prioritise the areas where the largest improvements can be most easily made. We will [REDACTED], as described in the project plan, aiming to deliver the greatest possible benefit to the Authority by [REDACTED]. Following [REDACTED] key stakeholders will be briefed for approval and sign off [REDACTED].

At the end of this stage, we will provide:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Phase 2 –

We will carry out a number of Discoveries, prioritised by you, to test areas of uncertainty in the target operating model and plan. The GDS approach to Discovery covers both understanding and mapping out the user journey and developing a proposal for Alpha. We propose to [redacted]

[redacted] on the following aspects:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

A key feature of Discovery is normally carrying out research with a cross section of actual users, rather than generating assumptions about their needs based on engagement with internal stakeholders.

[redacted]

[redacted]

The priorities will then be reviewed and revised in prioritisation meetings with appropriate stakeholders.

This approach aims to apply best technology practice as utilised by the public sector, using a risk measured approach and implicitly may choose more mature technologies over the most innovative.

[redacted]

The output from [redacted]

- [redacted]
- [redacted]
- [redacted]

The second stage of discovery is normally to plan for [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

The analysis of the current Operating Model and design of the Strategic Level TOM will have identified the processes that are to be added, replaced or amended in order to transition to the new way of working. The new/amended processes need to be developed in a coherent, consistent way, and documented such that they are intuitive and understandable to everyone.



We use a combination of methods as appropriate to the maturity and complexity of the process under consideration. For immature processes, analysis of industry reference models can provide a good point to start, especially in combination with a process development workshop or set of interviews with those involved. On the other hand, mature processes that need further development might be developed using workshops and interviews. Some of our methods can be seen above. [REDACTED]

We are familiar with several industry standard notations for describing processes, including BPMN, UML, and IDEF. These ensure that the details of the processes are captured and represented consistently, covering all the required logical elements.

We are happy to adapt our approach and we will agree with you the balance between number of services and level of detail.

Our engagement and design leads will work with you during this phase to understand your capability and capacity for delivery of the programme of work over the life of the programme including your internal team, your current suppliers and options for bringing in other suppliers.

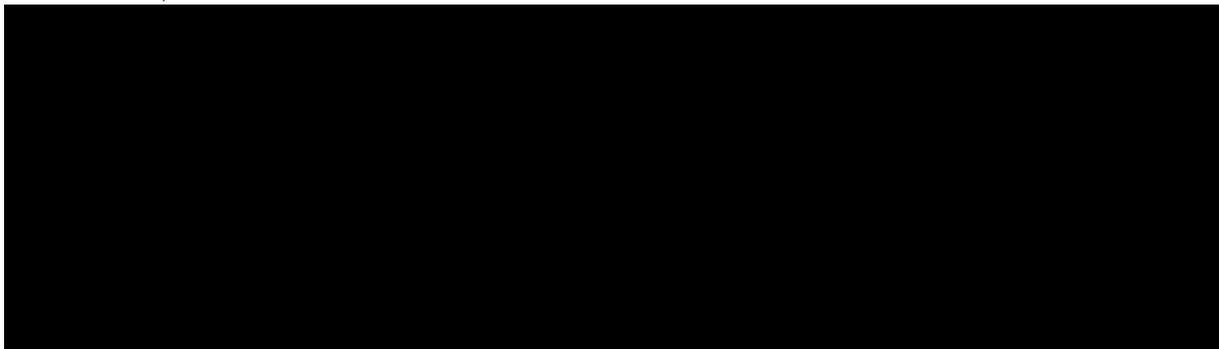
Phase 2 Outputs

At the end of Phase 2 we will have captured the information required to feed into Phase 3, which updates the Target Operating Model and populates the plan.

Phase 3 –

The outcome of this Phase is an updated Target Operating Model (C), a consolidated set of requirements (or epics) and an updated plan (D).

We will update the initial TOM developed at the end of Phase 1 with the learning and the additional detail captured during Phase 2 discoveries. The scenarios developed as part of Phase 1 will be used to test that the improved TOM achieves satisfactory end to end service.



Following refinement, the TOM will be issued to key stakeholders for approval and sign off before being presented to a broader audience and published.

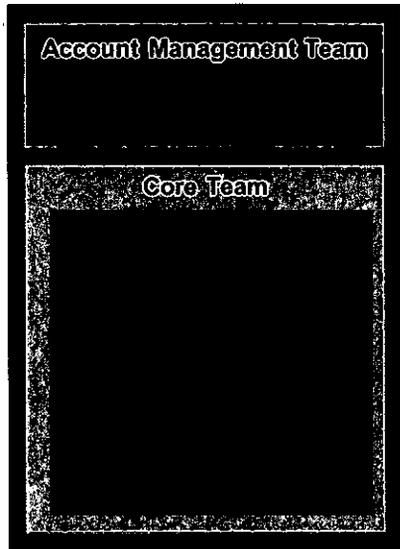
We will update the Change Plan, which depicts the priority and phasing of the changes necessary for CQC to deliver its strategic priorities. This will draw upon the work carried out during Phase 2 to understand both the future operating model, and your appetite and capacity to deliver change during the life of the programme.

A key aspect of the Change Plan will be assumptions about phasing of changes and approaches to transition. We believe that the key to successful planning and transition is knowing the main factors for achieving a successful outcome and translating these into requirements that drive the right CQC and third party supplier behaviours. The transition critical path must be clearly identified and progress monitoring and controls must be put in place to highlight any issues in the execution of the plan.

Our team has an in-depth understanding of Technology and Digital solutions and their complexity with regards to changes in operational processes and integration with legacy systems. We know that the development of a transition plan for moving to new operating models is dependent on the complexity of the current systems. Key elements that need to be factored into the transition plan include effective stakeholder management, clear service definition, technical and commercial legacy delamination, contract exit management, and joint planning.

Our team

Given the importance of the assignment, we have chosen a high calibre and extremely experienced team of consultants to perform the work. The team consists of highly qualified professionals who have significant experience working with regulatory bodies and have carried out Business Change projects for various local health and government organisations. Full CVs can be found in our response to Question 3. Further details on any of this information can be provided on request.



Engagement lead – [REDACTED]

[REDACTED] with over [REDACTED] experience of delivering Technology and Digital public sector transformation programmes and will be ultimately responsible for delivery of the initial call-off. [REDACTED] an expert at combining her business, technical and commercial expertise to develop outputs for a range of stakeholders and has a good understanding of the key risks and issues involved in delivering major service and organisational change within the public sector. [REDACTED] leads the agile delivery practice within Actica and has expertise in developing agile delivery models for complex programmes with multiple parallel delivery streams. [REDACTED] has a particular interest in supporting public sector Technology and Digital teams to build their internal capability and develop new ways of working with suppliers.

[REDACTED] has delivered a number of successful assignments for major Technology and Digital change programmes within the public sector including [REDACTED]. [REDACTED] experienced in leading and working in multi-disciplinary teams comprising Actica, customer staff and other suppliers to deliver successful outcomes. [REDACTED] currently provides SME support on operating model change and programme initiation to the GDS Transformation Support team, advising a wide range of public sector organisations on delivery of digital transformation programmes.

Design Lead [REDACTED]

[REDACTED] is an experienced strategic advisor and transformation leader. [REDACTED] expertise is in working with Board and Executive teams to understand and articulate their ambitions and mobilise the action achieve them. [REDACTED] has extensive healthcare experience working with leaders across the NHS to make lasting changes happen. [REDACTED] having previously worked at [REDACTED] has led numerous strategic engagements across hospitals, commissioners and regulators as well as in the transport and telecommunications sectors. These roles have focused on business strategy, operating model design and performance improvement to better achieve organisational goals.

[REDACTED] most recent experience has been balanced across the provider and regulator spaces in the health sector. He has led improvement planning initiatives following CQC inspections, financial turnaround projects in numerous Trusts and worked with London's healthcare regulators to develop more coordinated ways of working to drive system performance. His clients include [REDACTED].

██████████ a passionate communicator who enjoys building high performing client teams that can sustainably deliver.

Change & Delivery ██████████

██████████ is a business transformation consultant who spent ██████████ developed a broad consulting skill set, specialising in IT-enabled change, portfolio management, and delivering large transformation programmes across multiple industry sectors. ██████████ is a committed team player who is able to quickly build and participate in high performing teams with the ability to influence at all levels.

██████████ Previous roles at ██████████ have included ██████████ for a pan-European IT transformation, and supporting a global IT transformation and outsourcing project for a multinational PR and advertising company.

Principal Business Analyst ██████████

██████████ is an experienced change management consultant and project manager focusing on end-to-end transformation and performance improvement. ██████████ has worked across a wide range of sectors in both Whitehall and industry focusing on organisational capability and improvement, stakeholder management and communications, organisational development, operational efficiency and behavioural change.

Key healthcare engagements ██████████ have included carrying out business analysis for ██████████

██████████ also has recent expertise of business analysis for a regulatory body, developing the detailed end-to-end processes descriptions and documentation for ██████████, ensuring that new processes developed by all improvement programme projects were fully integrated and consistent with the new operating model.

Business Analyst – ██████████

██████████ is a proactive consultant at Actica with a background in medical sciences and research. ██████████ brings her technical knowledge and analytical skills and combines them with a business focus to identify the most appropriate solution for a business need.

Since joining Actica, ██████████ has worked in projects providing business process modelling and requirements engineering support in agile environments. ██████████ has a keen understanding of stakeholder management, and is adept at extracting the information needed to successfully facilitate change programmes. ██████████ is a strong team player with excellent communication focused on providing Business and Organisational Change services in a way that delivers value.

██████████ will provide access to their network of over 120 ex-clinician consultants with expertise across the full range of providers regulated by you. Example pen portraits are shown below.

██████████ is the recent ██████████ was also the ██████████ for just under a year. ██████████ has extensive experience as a clinician, senior clinical manager and executive director. ██████████ worked as a ██████████

[REDACTED] at the [REDACTED] [REDACTED] was a member of a new executive team who have helped restore public confidence in the hospital. [REDACTED] has worked with all the stakeholders to ensure the hospital is delivering safe, high quality service and is accountable to the public it serves. [REDACTED] has worked with regulators including Monitor, CQC, SHA, PCT and the emergent CCGs to improve services for patients.

[REDACTED] has over 24 years of professional experience in health as an effective and highly skilled director, clinician and change agent. [REDACTED] past roles and successes have seen her delivering significant results in the NHS and private health sector, at operational and strategic level. [REDACTED] has expansive knowledge and experience of the transformational change, regulatory and political agenda and public sector policy in the complex environment of health. [REDACTED] is a skilled leader taking people through difficult change by harnessing their best qualities and developing them further. [REDACTED] also has extensive knowledge and practical experience of the vital part that the appointment of suitable staff, training of staff, employment policies and procedures, and staff and organisational development play in the meeting the requirements of the CQC.

[REDACTED] is an experienced healthcare professional who specialises in nursing and healthcare management and regulation. [REDACTED] has worked as a consultant for six years, working across the NHS and independent sectors. Previously her career was in children's nursing, mainly at [REDACTED] and regulation at [REDACTED]. She provides consultancy services in nursing workforce planning, team building, service redesign and improvement, strategic planning and policy development, as well as healthcare registration and regulation.

[REDACTED] is a highly energetic senior healthcare professional and registered general nurse with extensive experience in the planning and delivery of nursing, clinical and healthcare services across HM Armed Forces and the civilian sector. Following 16 years with the NHS and private sector primarily as a clinician within the secondary health care arena [REDACTED] joined [REDACTED] and transferred to Primary Health Care nursing. In 2007, [REDACTED] moved into primary health care service delivery, operations management, clinical governance and assurance. A recognised clinical subject matter expert, team leader and service delivery manager, [REDACTED] has recently undertaken the research and development of [REDACTED].

[REDACTED] is a former GP and Public Health Doctor and brings extensive experience of clinical leadership and management in both provider and commissioner settings. [REDACTED] has a track record of clinical leadership, change management and performance improvement. [REDACTED] has particular interest in the design and leadership of integrated health and care systems. [REDACTED] is currently [REDACTED] having previously held a similar position at [REDACTED]. He also works at [REDACTED].

[REDACTED] In national roles, [REDACTED]

[REDACTED] has supported whole system design programmes in [REDACTED]. He provided specialist advice [REDACTED]. He has recently advised [REDACTED].

[REDACTED] is an experienced executive level health and social care leader with [REDACTED] years of sector experience. As a clinician specialising in mental health, [REDACTED] has held a series of senior managerial positions culminating in [REDACTED]. He was responsible for developing and delivering [REDACTED]. His role was instrumental in the successful merger of two previous Trusts and the successful Foundation Trust accreditation of the merged organisation. From November 2008 to August 2011, [REDACTED] was [REDACTED]. This new role focussed on [REDACTED].

[REDACTED] solutions offering in [REDACTED]

[REDACTED]

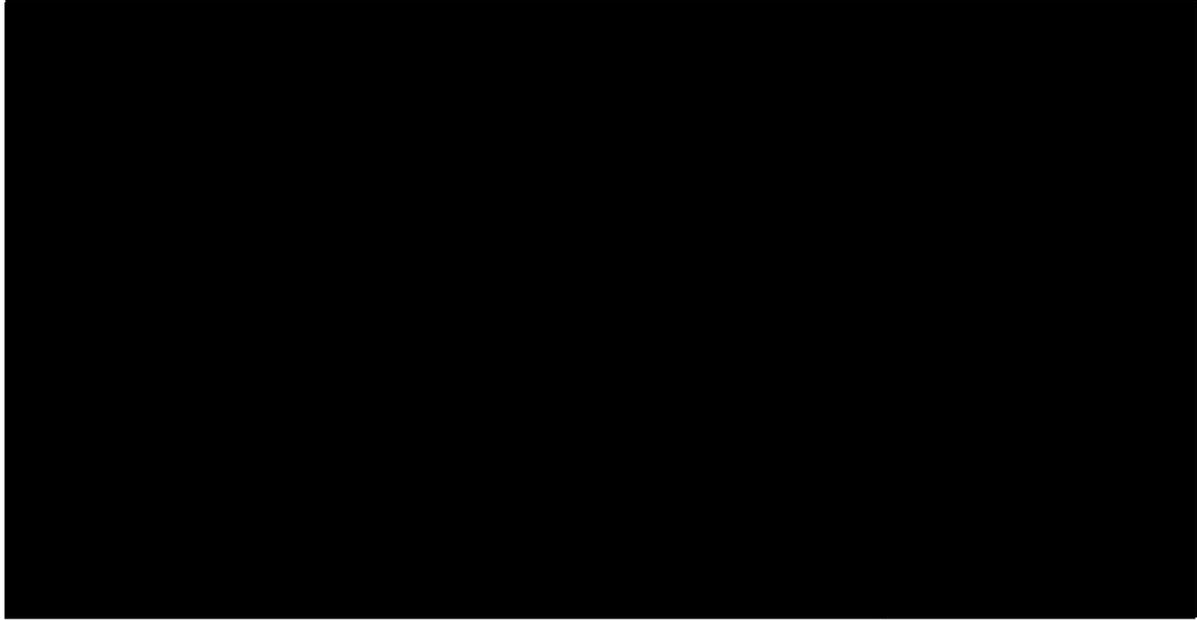
Our proven [REDACTED] approach has been used and refined over many years on large scale contracts, including [REDACTED]. We will use this approach to provide a flexible and responsive means for you to access and deploy high-capability business analysis, change management and delivery resources where needed. [REDACTED] approach and the associated governance procedures, which will be used throughout both the Initial Call Off Requirement, and the Overall contract, are described in detail in our response to Question 4.

We are committed to maintaining effective ongoing engagement, communication and collaboration with your staff for the duration of the Contract.

From experience gained whilst working with other organisations we have an excellent understanding of the issues likely to arise whilst carrying out an assignment of this type. We believe that the successful delivery of this type of assignment is critically dependent on informal ways of working as well as the more formal reporting methods. To this end we aim to:

- Co-locate members of our team at your site to foster informal communication and inter-working;
- Discuss and test our emerging findings and recommendations with your staff, in particular the project sponsor, on a regular basis to ensure that the project is progressing in the required direction and that you have full visibility of our work. We strive to ensure that there are no "surprises" when we start formally submitting project deliverables;
- Raise potentially contentious issues as soon as we identify them. In this way we can modify the project approach or style, with your approval, to help resolve problems before they even become apparent;
- Work with your staff to ensure mutual understanding and, as appropriate, skills and knowledge transfer.

In order to develop potential options for the future accurately, it is imperative that the team understand how you currently operate to extract a clear picture of the business and digital strategy. Different stakeholders are interested in different areas and focus will be derived by asking relevant questions around each of the areas as shown below:



A plan of our regular formal engagement and communication activities is shown in the indicative project plan. We will provide updates on progress each week by 09:00 Monday, and fortnightly updates by 09:00 Monday on costs incurred to date.

Our team is committed to clear and coherent communication with you in a range of formats throughout the project. As well as engagement in meetings and workshops, we strive for excellence of written outputs. The final format of any documentation produced is tailored for the audience, ranging from very high level for the communication of key messages for upper management, down to detailed plans for process managers and users. All documentation will be reviewed by an independent expert prior to release. This ensures high quality, and that all outputs conform to your requirements.

Our preferred engagement model is one of partnership and collaboration, as we have found that this provides the best outcome for both parties, and our only interest is to help our clients to achieve their objectives. This approach has been widely recognised by our clients, resulting in long term relationships, some of which extend over a decade. Our customers often comment on:

- The openness and honesty of our engagement and our positive 'can-do' attitude;
- Our flexibility and agility - if the needs of the programme change, then we are happy to change what we are doing accordingly, whether scaling our support up or down or bringing in different skill sets;
- Our ability to bring best practice and insight gained from our wider experience of similar programmes across a diverse customer base;
- Our ability to rapidly reach back into our wider team to provide specialist and niche skills.

Unless otherwise advised, we will use our document and presentation templates which produce high quality documents in open source or Microsoft formats, and provide these templates for use by you as additional resources for the duration of the contract. Actica Consulting's quality management system is certified as compliant with International Standards ISO 9001: 2008 by TUV UK QA (certificate number GB00201). Our quality assurance processes will be applied to all of the work undertaken under this contract to ensure that we deliver to agreed timescales and budget, and produce deliverables that meet or exceed your expectations. In addition, we are able to provide business facilities, such as meeting rooms and workshop facilities, to facilitate the highest quality output for you.

Experience & Resource

Please provide details of the expertise and experience of the individual(s) whose responsibility will be to ensure that the requirements are delivered, and the team who will be responsible for delivery.

Evaluation Intention – this criterion seeks to establish that the Tenderer has evidenced appropriate resource, expertise and experience relevant to both the overarching requirement and the initial call-off requirement, in order to ensure successful delivery.

Please note: Your response should include a plan for increasing resource as required for additional work requirements that require either additional personnel or additional technical or specialist experience and skills.

Response:

Please see following pages.

10%

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Experience and Resource

Introduction

Our team brings in-depth experience of delivering best practice public and private sector operating model design and delivery, organisational design and business transformation.

For the initial call-off requirement engagement, we propose a core Actica,

For the overarching requirement, we will supplement this to meet your needs.

This team represents a best partnership of experts across a common goal of the range of services and expertise you require, who are united by the desire to help clients with their most strategic challenges. Our proven Managed Service approach is described in question 2 and will ensure you have access to the right support from this partnership, when you need it, both in this initial call-off and through the life of the framework.

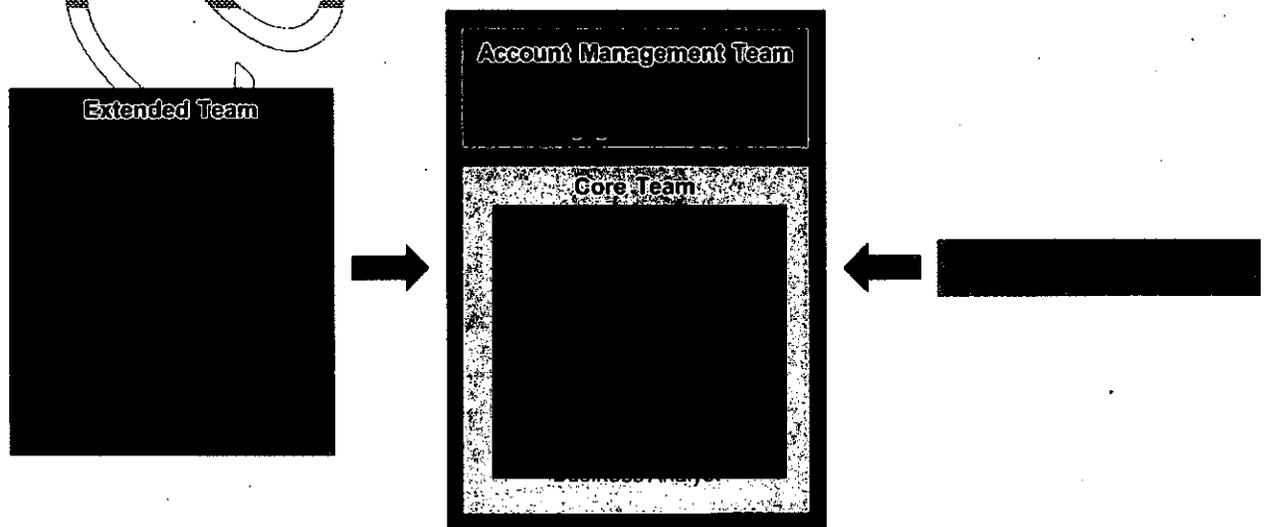
We have described below our team structure, and provided CVs for key resources in the core team and our extended team of support.

Ultimately the success of any consulting engagement depends on the people who deliver the work. You need to be confident they have the expertise, experience and practical know-how to apply the tools and methodologies in a way that works best for you. We are confident that we have the right people, managed and organised in the right way to deliver the best value for you.

Team Structure

Our proposed team structure for the initial requirement and the overarching requirement is shown below. During the initial call-off requirement,

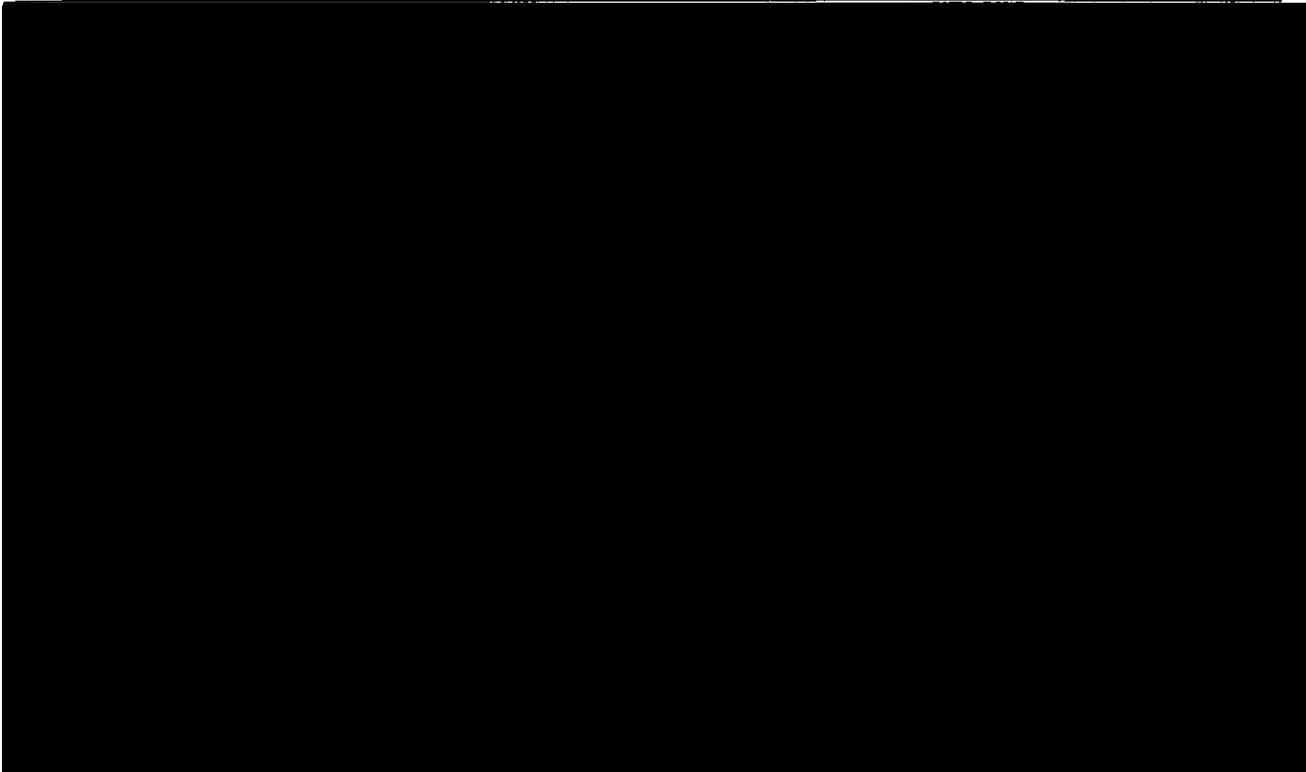
For the overarching requirement, the intention would be to



Our proposed core and extended team is included in the table below, followed by one page CVs. Our clinical SMEs span a range of domains that supplement the experience and leadership of our team. A short bio is provided for each in our response to Question 2.

[Redacted]

Core Team for Initial Call Off



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Core Team Resources

[REDACTED]

[REDACTED] is a Director at Actica Consulting with over [REDACTED] years' experience of delivering Technology and Digital public sector transformation programmes. [REDACTED] is adept at combining her business, technical and commercial expertise to develop outputs for a range of stakeholders, and has a good understanding of the key risks and issues involved in delivering major service and organisational change within the public sector. [REDACTED] leads the agile delivery practice within Actica and has expertise in developing agile delivery models for complex programmes with multiple parallel delivery streams. [REDACTED] has a particular interest in supporting public sector Technology and Digital teams to build their internal capability and develop new ways of working with suppliers.

[REDACTED] has delivered a number of successful assignments for major Technology and Digital change programmes within the public sector including [REDACTED]

[REDACTED] is experienced in leading and working in multi-disciplinary teams comprised of [REDACTED] to deliver successful outcomes. [REDACTED] currently provides [REDACTED] and [REDACTED] advising [REDACTED]

[REDACTED] combines a first class academic background, strong technical, analytical and management skills with an enthusiastic approach to problem solving and managing teams. [REDACTED] has hands-on experience of the full project lifecycle ranging from programme and project initiation to project review and evaluation.

Example assignments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] is an experienced strategic advisor and transformation leader. His expertise is in working with Board and Executive teams to understand and articulate their ambitions and mobilise the actions to achieve them. He has extensive healthcare experience working with leaders across the NHS to make lasting changes happen.

[REDACTED] having previously worked at [REDACTED] [REDACTED] led numerous strategic engagements across hospitals, commissioners and regulators as well as in the transport and telecommunications sectors. These roles have focused on business strategy, operating model design and performance improvement to better achieve organisational goals.

[REDACTED] most recent experience has been balanced across the provider and regulator spaces in the health sector. He has led improvement planning initiatives following [REDACTED] financial turnaround projects in [REDACTED] and worked with [REDACTED] to develop more coordinated ways of working to drive system performance. His clients include [REDACTED]

[REDACTED] is a passionate communicator who enjoys building high performing client teams that can sustainably deliver.

Example assignments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] is a business transformation consultant who spent [REDACTED]. He has developed a broad consulting skill set, specialising in IT-enabled change, and portfolio management delivering large transformation programmes across multiple industry sectors.

[REDACTED] is a committed team player who is able to quickly build and participate in high performing teams with the ability to influence at all levels.

Key engagements [REDACTED] have included [REDACTED]

Example assignments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] is an experienced change management consultant and project manager focusing on end-to-end transformation and performance improvement. [REDACTED] has worked across a wide range of sectors in both Whitehall and industry focusing on organisational capability and improvement, stakeholder management and communications, organisational development, operational efficiency and behavioural change.

Example assignments

[REDACTED]

[REDACTED] is a proactive consultant at Actica with a background in [REDACTED] brings [REDACTED] technical knowledge and analytical skills and combines them with a business focus to identify the most appropriate solution for a business need.

Since joining Actica, [REDACTED] has worked in projects providing business process modelling and requirements engineering support in agile environments. [REDACTED] has a keen understanding of stakeholder management, and is adept at extracting the information needed to successfully facilitate change programmes. [REDACTED] is a strong team player with excellent communication focused on providing Business and Organisational Change services in a way that delivers value.

[REDACTED] is particularly experienced in Agile User Research, requirements gathering and development, process modelling, bid evaluation and contract negotiation, and technical review of design and development processes and products.

Example assignments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Extended Team Resources

[REDACTED]

[REDACTED] is a Managing Consultant at Actica with extensive experience in Project and Programme delivery within the UK Public Sector, including Police, NHS and Defence. [REDACTED] has a proven record of leading teams of consultants through complex assignments that exceed customer expectations.

[REDACTED] is skilled at working with the business to set strategy and lead new and innovative initiatives from their inception through to service introduction within an agile delivery environment. [REDACTED] has experience of identifying innovative solutions to business problems, developing the requirements for them and procuring services through pan-government frameworks. [REDACTED] also has a strong and proven record of managing complex projects and programmes, delivering high quality outputs and ensuring that the business changes are delivered.

Example assignments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] is a Principal Consultant experienced in providing advice and guidance relating to solution development and procurement of technology and Information Systems. In particular, [REDACTED] has extensive experience of using Enterprise Architecture methods to support large-scale agile solution development and delivery, with a strong emphasis on Business Architecture to enable transformational objectives. [REDACTED] is committed to producing high quality, relevant outputs, and providing useful conclusions to his clients that lead to successful outcomes.

Example assignments

[REDACTED]

[REDACTED] is an experienced IT consultant, technical expert and software developer with [REDACTED] years' experience delivering big data, search and analytics solutions in both secure and open environments from an Agile and Waterfall perspective. [REDACTED] main interests is in the best practice design, development and integration of applications, databases and search solutions for realisation of business outcomes. [REDACTED] has a wide range of experience delivering software for government clients including the Bank of England, British Transport Police and the FCO.

Example assignments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] is a Business Analyst who excels at rationalising complex information to make it accessible to a wide range of stakeholders. [REDACTED] supported a range of Government Digital and Technology programmes and projects for customers including the [REDACTED]

[REDACTED] has a strong understanding of the challenges involved with working on a large agile programme in an often Waterfall focused Government department and the role of the Business Analyst supporting that culture change with users and business stakeholders. [REDACTED] a good understanding of the Government Digital by Default standard and the Government Service Design Manual.

Example assignments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] is an experienced programme leader and business transformation specialist. [REDACTED] years' advisory and delivery experience on major programmes and projects across a range of industry sectors.

A Founder-Director of [REDACTED] previously was a consultant at [REDACTED], leading and supporting successful delivery of major organisational change at many of the UK's leading businesses and government bodies. [REDACTED] specialist areas of portfolio, programme and project management expertise include: target operating model design and implementation, enterprise portfolio management, PPM capability enhancement, performance improvement, and major programme assurance.

[REDACTED] has worked extensively across both the public and private sectors, leading and managing engagement teams on high-profile transformation programmes. [REDACTED] has continuously delivered strong year-on-year business development growth [REDACTED] whilst managing client teams. He has advised and delivered for public sector clients including [REDACTED]

Example assignments

[REDACTED]

[REDACTED] experienced business leader and a qualified medical doctor with expertise in developing and managing business transformation projects. He has consulting and technology experience from [REDACTED] and outsourcing experience from delivering services to several acute NHS Trusts.

Example assignments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] is an experienced strategy and business transformation consultant with a background working across the full cycle of complex change programmes, particularly in the public sector.

[REDACTED] experience of consulting in the public, private and third sector focussing on strategy development, programme definition and portfolio management, most recently leading an MCA Award Finalist engagement for a Local Health Economy in turnaround.

Prior to [REDACTED] spent six years delivering strategic change programmes for a number of health economies, focussing on unscheduled care demand management, pathway redevelopment, and primary care development. This involved working with many international organisations such as [REDACTED]

Example assignments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] a management consultant and programme director with deep experience working with organisations in both the public and private sector on strategy and major change. [REDACTED] specialises in working with Boards and senior managers across the NHS and Local Government to address complex strategic and delivery issues across their organisations and broader health systems. [REDACTED] strengths include ability to rapidly understand complex business and system issues, to articulate what needs to happen and to deliver it, in a way that brings others on the journey.

Example assignments

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Programme Delivery Support & Account Management

Please provide details of the proposed support for delivery of the requirement and overall account management arrangements

Evaluation Intention - the Tenderer should demonstrate (with reference to relevant examples from past engagements) how they will provide a broad and deep level of support from their organisation's capability pool to underpin the contribution of the individuals and provide a level of assurance around overall programme direction and delivery.

This should include a detailed breakdown of proposed account management, including: -

- *Confirmation of dedicated contact names who would be assigned to both the initial call off requirement and the overarching requirement*
- *A description of a robust approach to delivering client satisfaction*
- *A clear understanding and evidence of a partnering ethos and strong stakeholder working*

10%

Response:

Please see following pages

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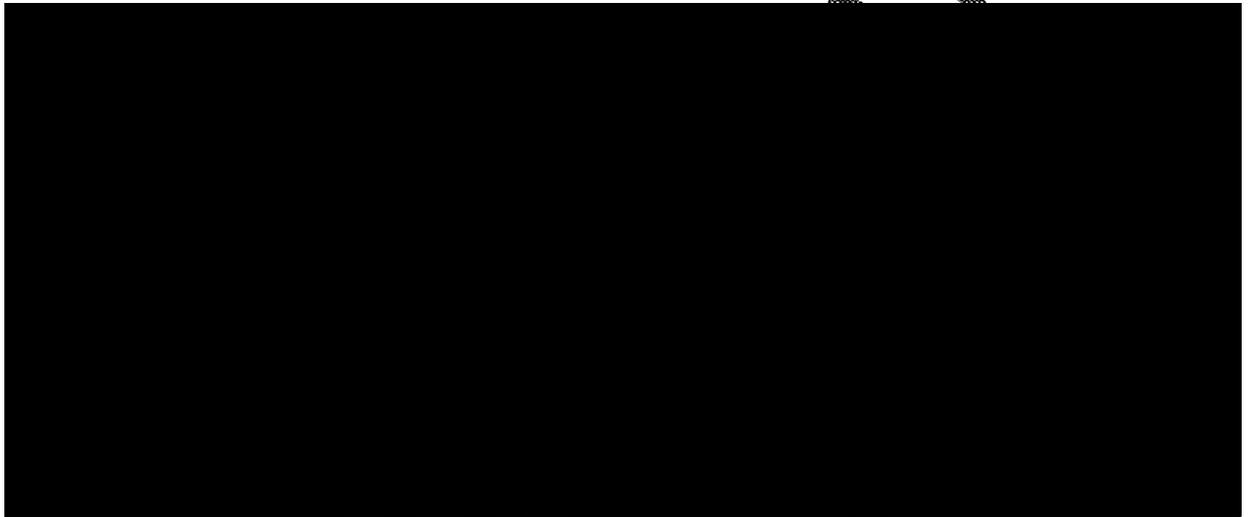
Programme Delivery Support and Account Management

Introduction

We recognise the importance of successful delivery of both the initial call-off requirement and the overarching framework requirement and therefore the need for a robust Programme Delivery Support and Account Management process.

Our proven Managed Service approach has been used and refined over many years on large scale contracts across multiple sectors. We will use this approach to provide a flexible and responsive means for CQC to access and deploy high-capability resources where needed.

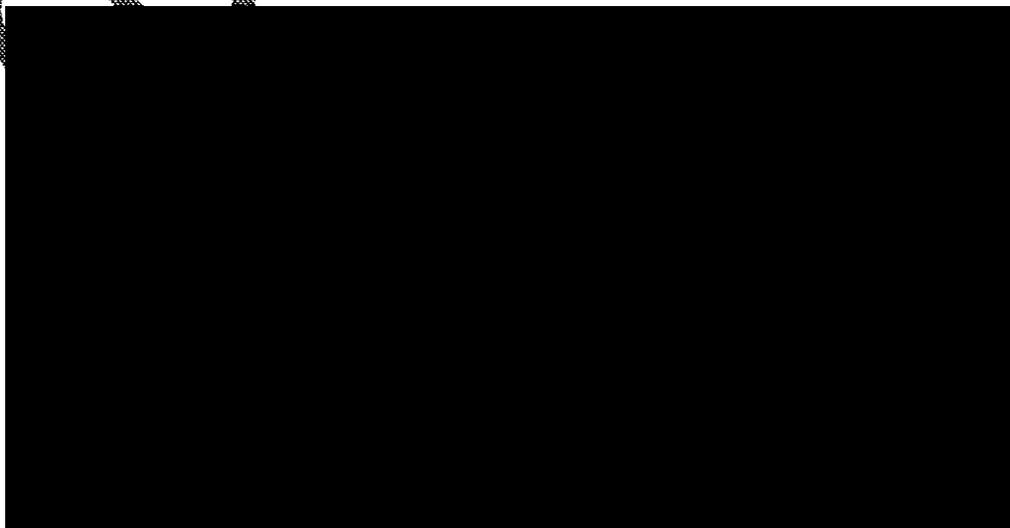
The key features of the Managed Service approach are:



We commit to fully meeting your criteria for delivery support

Flexible resource structure to meet your needs

Our Managed Service approach adopts a flexible resource structure that ensures we are providing the right resources to you at the right time in order to deliver the best quality outcomes. The figure below shows how this structure is organised:



- The Account Management Team is responsible for the overall management of the service, including senior stakeholder engagement, developing and agreeing delivery plans for the work, reporting and quality assurance. The Account Management Team also ensures that the service is working on the tasks and activities where there is greatest need, whilst retaining focus on the overall goals of the department.
- The Core Team are regularly employed on tasks and activities with the client and will flex in size and resources according to the demands of the work. The Core Team will develop a robust knowledge of the client programme and its operating environment in order to provide independent advisory support and to design and undertake targeted interventions as required.
- The Extended Team is a pool of additional resources and subject matter experts that can be called upon for specific tasks or activities. [REDACTED]

Given the nature of your requirements, we recognise the relatively small size of the team increases the likelihood and impact of absence of any one individual on the project timeline. To mitigate this, our proposed team includes a degree of interchangeability, in addition to the following safeguards:

- Any unplanned variations to working patterns (e.g. sickness, bereavement) to be discussed and an action plan agreed with the CQC Project Sponsor.
- Robust contingency and handover procedures in case replacement of resource(s) are needed. Contingency will be managed by accurate tracking of availability for the core team.

[REDACTED]

Our overall commitment to quality & client satisfaction

Quality lies at the heart of all we do. Our Account Manager [REDACTED] will ensure that service delivery and deliverables are to the highest standard. [REDACTED] have credentials and client testimonials evidencing our commitment to quality at all points of our engagements.

We have a proven, tested and refined templates, tools and processes that allow the Account Management team to efficiently monitor, control and report on a complex portfolio of independent or related work packages.

We pledge to continue to exceed our clients' expectations [REDACTED]



Our client's success is at the heart of everything we do. We capture reliable quantitative and qualitative client feedback. Since our inception,



Reporting and Service Review

We commit to holding Regular Service reviews. The primary meeting channel will be ad-hoc informal meetings, and weekly reviews discussing progress on open tasks, management of near-term risks and issues, and reviewing progress on tasks since the last meeting. Any areas where escalation to the contract manager is required will also be identified as soon as possible. We also recommend a monthly Service Review. At this meeting, attended by the client manager, lead resource, and contract manager by exception, the overall service performance will be discussed and reviewed. This will allow discussion of progress on open tasks, identification of any KPI issues, a review of planned invoicing, and a discussion of future resourcing. A short report will be produced outlining:

- Executive summary narrative;
- Summary of progress on each open activity;
- KPI summary for the month;
- Financial summary:
 - Amount to be invoiced in month;
 - Cumulative value invoiced;
 - Committed expenditure and remaining budgets.

Knowledge Transfer

Knowledge Transfer and improving your capability is a key component of our Managed Service Process and a critical part of our value proposal. We understand that a consultant's role is temporary and that we will employ our standard approach, tailored to ensure it meets the specific requirements of CQC. This allows you to benefit from methodologies proven and refined over many assignments while not being "one size fits all". It will be managed by the Managed Service Core Team, but implemented by all of our consultants to ensure you continue to experience value after completion of the contract.

Our knowledge transfer activities are focussed on two parallel streams of work:

- Ensuring that the outputs developed can be used, developed and exploited by you once they have been delivered and at closure of the task;
- Developing individual staff member's capability across the programme delivery and change management services to ensure that the programme has the requisite capabilities to support delivery on an ongoing basis, and in particular on completion of the contract and closure of call-offs.

In addition, in order to maximise ad hoc skills transfer, all consultants will adopt an "open door" stance to questions from your staff. The consultants will endeavour to answer all questions asked or put the staff member in direct contact with an appropriate subject matter expert who can answer the question.

The key to institutionalising any knowledge developed under this contract is to ensure that there are a good number of individuals with the relevant knowledge, no single points of failure, effective team-working, good documentation and training to enable new partners to contribute effectively and efficiently from the start of their involvement.

In addition to the regular knowledge transfer planning meetings, we propose that knowledge transfer objectives are identified and incorporated within each requirement. This will allow CQC and us to maintain a clear and unambiguous understanding of what is being delivered by each member of the team.

Our Values and Purpose

We understand that a strong partnering ethos is vital to ensure successful delivery of any change programme with a consulting partner.

Our clients' success is both our professional focus and our very real business imperative. We are confident in our differentiated approach and our clients frequently attest to this. Some recent client quotes are below.

TOM Design and Implementation

"I have worked with many of the largest consultancies over the years, however this has been the only experience where a consultant team has genuinely rolled up their sleeves and proactively sought to lighten the workload on us. This definitely stands out as unique and has made a challenging transformation experience much easier to manage."

**Transition Lead,
Distribution & Online**

Enterprise wide TOM Definition & Detailed Design

"We are a heavily people-focused business and the team's ability to relate to our own people and blend seamlessly into our organisation is a genuine differentiator. The final TOM design was delivered to a very, very high standard and their willingness to inject creativity into the process, rather than purely following a prescriptive "methods-based" approach is a massive strength of the overall teams approach."

Group CEO

**Pharma Baltics Region, TOM
Detailed Design**

"provided excellent support with a real hands on approach that was highly appreciated by the whole team. Their professionalism, genuine engagement and dedication to the task and experience allowed us to deliver our demanding project in an exceptionally fast timeframe, to an extremely high quality."

**Baltics Region
General Manager.**

**Recognition
and awards**

We have won numerous awards for both our quality and our service style. These include: 5 x winner at the UK Digital Experience awards 2016; 2016 Young Company of the Year, Amazon Growing Business Awards; APM Project Management Company of the Year 2016 – Finalists; Managing Partner Forum 2016 – Leadership in Innovation Award Winner; Best Business Awards 2015 – Best New Business; National Business Awards 2015 – New Business and Business Enabler of the Year categories – Finalist; CMI Awards – Women in Business Award – Final

SCHEDULE 4 – PRICING SCHEDULE (OVERARCHING REQUIREMENT)

CQC PSO 109 - Pricing Table A (Sub-Weighting = 30%):

Overall Rates (applicable to Overarching Contract for Business Analysis and Change Management & Delivery)

Roles Offered	Sub-Weighting per Role (%) (for purposes of Evaluation)	Consultancy One Framework Rates - Lot 1 (inclusive of VAT) (£)	Daily Rate offered (inclusive of VAT) (£)
Partner / Director	2%	████████	████████
Managing Consultant	2%	████████	████████
Principal Consultant	4%	████████	████████
Senior Consultant	9%	████████	████████
Consultant	9%	████████	████████
Junior Consultant	4%	████████	████████

Additional details of any discounts offered (if applicable):

Please note:

- **Tenderers must detail their prices as inclusive of VAT**
- **In line with the provisions of Consultancy ONE RM1502/Lot 1, all Daily Rates offered are to be based on a working day of eight (8) hours (excluding breaks) and shall be inclusive of travel and related expenses.**

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SCHEDULE 5 – PRICING SCHEDULE (INITIAL CALL-OFF REQUIREMENT)

Total cost for Initial Call-Off Requirement (Organisational Process Mapping and Change Delivery):

Tasks (note: Tenderers to complete and add more lines below if necessary)	Total Days for Consultants						Total Fee for each Task (inclusive of VAT) (£)
	Junior Consultant	Consultant	Senior Cons.	Principal Cons.	Managing Consultant	Partner / Director	
							
							
							
							
Total cost (£ inclusive of VAT)							