**Training and Consultancy Services Agreement**

**For**

**TRAINING & ANCILLARY SUPPORT SERVICES**

**between**

**Serco Limited**

**and**

**Department for Business and Trade**

**DATED**

**13TH AUGUST 2024**

**THIS AGREEMENT** is dated 13th August 2024

Parties

1. Serco Limited incorporated and registered in England and Wales with company number 242246 whose registered office is at 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9XB (**Serco**).
2. The Department for Business and Trade (DBT) (**the** Customer).

(which may be referred to individually as a Party and jointly as the Parties)

Background

1. In support of **The DBT Crisis Management Capabilities (Training and Exercising) Programme** (the Project).
2. Serco runs and operates the Emergency Planning College (EPC) located at The Hawkhills, Easingwold, York, for and on behalf of its customer, Crown Commercial Services (the EPC Contract) and as part of its contract for this service is entitled from time to time to hold training courses for the benefit of other clients.

(C) The Customer has engaged the services of Serco on the Terms and Conditions of Contract as contained in Appendix 1 and to perform the Services as detailed within the Specification contained in Appendix 2.

(D) The Customer will engage Serco to perform the Services on a call-off order basis.

This Agreement shall commence on 13th the August 2024 (the “**Effective Date**”) and subject to any provisions for earlier termination or extension as contained in the Terms and Conditions of Contract, shall expire on 31st March 2027. This Agreement is formed of the following which are incorporated into the Agreement. All references to this Agreement shall be deemed to include all of the following:

1. The Terms and Conditions of Contract – Appendix 1
2. The Specification – Appendix 2
3. Call-Off Order Process & Template – Appendix 4

In the event of a conflict between any of the above incorporated documents they shall take precedence in the order as follows; (A), (C) and (B)

The Parties execute this Agreement as of the date specified below:

For Serco Limited (“**Serco**”)

Signature: [REDACTED]………………………………

Print Name: [REDACTED]……………………………

Job Title: [REDACTED] ………………………………

Date: [REDACTED].………………………………….

For the Department for Business and Trade (“**Customer**”)

Signature: [REDACTED……………………………….

Print Name: [REDACTED].………………………….

Job Title: [REDACTED] ……………………………….

Date:[REDACTED] **..…………………………………**

**appendix 1 - Terms & Conditions of contract**

1. Introduction
   1. These terms and conditions apply to the Services requested by the Customer which are delivered by Serco and no other terms and conditions shall apply. These terms and conditions shall apply from the last signature date of this Agreement. notwithstanding that the Call Off Order will trigger the commencement of the delivery of the Services.
2. Definitions

In these terms and conditions the following words shall have the meanings given in this clause.

* 1. “Agreement” shall mean these terms and conditions and the associated Specification;
  2. “Authority” shall mean Crown Commercial Services
  3. “Call-Off Order” shall mean the document issued in the format as contained within Appendix 4 and which forms the agreement between the parties to commence delivery of and payment for all or part of the Services and includes without limitation these terms and conditions and the Specification.
  4. “Data Liability Event” means any of the following events: (i) a Data Loss Event; (ii) a breach by either Party of its data protection obligations under the Agreement; (iii) any other breach by either Party of its obligations under Data Privacy Laws;
  5. “Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the other Party under the Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of the Agreement, including any Personal Data Breach;
  6. “Data Privacy Laws” means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended, including, without limitation, the General Data Protection Regulation (EU) 2016/679 (“GDPR”), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
  7. “Data Processing Charter” means the data processing terms available from <https://www.epcresilience.com/footer-links/data-processing-charter/>
  8. “EPC” means the Emergency Planning College located at ‘The Hawkhills’, Easingwold, York YO61 3EG;
  9. Financial Year means from 1 April to 31 March;
  10. “Party” / “Parties” in the singular shall mean the Customer or Serco and in the plural shall mean the Customer and Serco;
  11. “Serco” means Serco Limited (a company incorporated in England and Wales (registered no. 242246) whose registered office is at Serco House, 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9UY.
  12. "Service(s)" means the service or activity as detailed within the Specification to be delivered under each Call Off Order
  13. “Specification” means the document containing as a minimum a description of the Services and forming a part of the Call Off Order;

1. Serco Obligations
   1. Serco shall provide and deliver the Services to the Customer in accordance with the Call Off Order in all material respects.
   2. If the Call-Off Order contains delivery milestones and dates, Serco shall use all reasonable endeavours to achieve such delivery. In the event of any delay, which is caused solely by Serco, or which Serco contributed to, the Customer’s remedy shall be as specified within the Call-Off Order.
   3. Serco shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer’s premises, or third party premises where the Services are performed, and that have been communicated to Serco, provided that it shall not be liable if, as a result of such observation, it is in breach of any of the provisions of this Agreement.
   4. Serco warrants that it shall provide the Services with due skill and care and that the Services provide shall conform to the Services description set out in the Specification. In the event that Serco is found to be in breach of this warranty then the Customer’s sole and exclusive warranty shall be that Serco shall re-perform the non-conforming part of the Services within a timeframe to be agreed between the parties. All other warranties whether express or implied are hereby excluded to the fullest extent allowed at law.
2. Customer’s Obligations
   1. The Customer shall:
3. provide, for Serco, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by Serco in the provision of the Services;
4. notify Serco of any health and safety hazards which may exist or arise from the use of the Customer facilities and which may affect Serco;
5. where it has been agreed that the supply of Services will take place at Customer premises (including 3rd party premises arranged by the Customer) be responsible (at its own cost) for preparing, maintaining and suitably insuring those Customer premises for the delivery of the Services;
6. to the extent that Serco's obligations are expressly stated to be dependent on any third party supplier under the control of or contracted to the Customer, the Customer shall be responsible for ensuring/procuring the assistance and co-operation of such third parties to the extent that Serco reasonably requires such assistance and co-operation for the proper performance of its obligations under the Agreement;
7. provide in a timely manner, such in-put material and other information as Serco may reasonably require for the purpose of providing the Services and ensure that it is accurate in all material respects.
   1. In the event of a delay in the performance of the Services caused by the Customer, including a delay in the supply of in-put material, the Customer shall reimburse Serco for Serco’s direct costs, including reasonable travel expenses, and such extension of time to the schedule and any delivery dates as detailed within the Call-Off Order as is necessary for the continued delivery of the Services. Serco shall issue evidence in writing of its additionally incurred expenses and / or an estimate of delay. In the instances when the delay is not caused solely by the Customer, then the Customer will be liable to the extent of the delay which is attributable to the Customer.
   2. The Customer shall not, without the prior written consent of Serco, at any time from the Effective Date until 12 (twelve) months after the Agreement expiry, solicit or entice away from Serco, or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Serco in the provision of the Services. For the avoidance of doubt, this clause will not apply to unsolicited responses to general recruitment advertising.
8. Services Location
   1. The Services will be conducted at EPC’s premises at Easingwold unless as otherwise specified and agreed between Serco and the Customer.
9. Fees
   1. The fee for the Services shall be as detailed in the Call-Off Order.
   2. Invoices for the Services will be issued in accordance with the payment terms and schedule as detailed within the Call-Off Order. The Customer shall pay the fees within thirty (30) days of the date of Serco's invoice.
   3. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Serco within thirty (30) days, Serco may charge the Customer interest at 8% per year above the base rate of HSBC plc from time to time accruing daily and compounded at the end of each calendar monthly on every invoice overdue for payment calculated from the date of the invoice until the date of payment and may suspend all of its obligations hereunder until payment has been made in full.
   4. Serco’s charges are exclusive of value added tax. Customer shall pay value added tax on the charges at the rate and in the manner prescribed by law from time to time.
10. Change Control
    1. If either Party wishes to change the scope or execution of the Services, or the Customer wishes for performance of additional Services, the requesting Party shall submit details of the requested change to the other in writing, and wherever possible, issue such notice prior to the agreed commencement date of the applicable Call-Off Order, and any changes agreed by the parties shall be recorded as a variation to this Agreement.
    2. In no event is Serco obligated to perform additional work to that which constitutes the Services at the Effective Date of the Agreement, or to amend the scope or execution of the Services.
11. Insurance
    1. Serco will arrange such third-party liability and indemnity insurance as it considers appropriate and will upon reasonable written request provide certificates signed on behalf of Serco stating that such insurances are in place subject to payment of any reasonable administration charges which Serco considers appropriate.
12. Liability and Indemnity
    1. Although Serco will exercise reasonable care and take reasonable precautions, the Customer agrees to indemnify and hold harmless Serco from and against all claims made in respect of personal injury (including injury, illness or disease resulting in death) and/or loss of or damage to any property other than to the extent such loss, damage or injury is due to, or arises from either the negligence of Serco, its employees or contractors whilst in the performance of the Service, or as a result of fraudulent misrepresentation by Serco.
    2. The Customer also agrees to indemnify and hold harmless Serco from and against all claims, damages, losses, costs or expenses incurred by Serco in respect of a Data Liability Event for which the Customer is liable.
    3. To the maximum extent permissible under English law, the total aggregate liability of Serco to the Customer for all matters arising under or in connection with each Call-Off Order shall not exceed the total fees for the Services to be performed under that Call-Off Order, whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising in connection with the performance of the Service, and Serco’s aggregate liability for all matters arising under or in connection with the Agreement shall not exceed 100% of the total fees for the Services performed under the Agreement.
    4. In no event will Serco be liable to the Customer for (a) economic loss including loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of any description and/or (b) indirect or consequential loss or damage; howsoever caused which is suffered or incurred by the Customer.
    5. Serco shall not be liable for any loss, damage, costs, fines or expenses or other liabilities, including such incurred by third parties as a result of the Customer’s reliance on any outputs from the Services, including but not limited reports, plans, procedures and training materials.
13. Termination and Cancellation
    1. This Agreement shall, unless terminated earlier in accordance with clauses 10.2, 10.3 or otherwise in accordance with law, terminate upon completion of the Services. Notwithstanding, clauses 4.3, 6, 9, 12, 13, 14, 15 and 20 shall survive termination of this contract.
    2. Either Party may forthwith terminate a Call-Off Order(s) or this Agreement in its entirety by notice in writing if:
14. The other Party is in material breach of the terms of the Call-Off Order or the terms of the Agreement and, unless the breach is irremediable, fails to remedy such breach within 14 days of written notice;
15. The other Party goes into liquidation or is made bankrupt, a receiver is appointed over any of its assets or business, or an Administrator of the Customer is appointed or it passes a resolution for voluntary liquidation (other than as part of a bone fide scheme of amalgamation or reconstruction). Termination of the Call-Off Order or the Agreement shall be without prejudice to any accrued rights or remedies to either Party;
    1. Either Party may forthwith cancel a part of, or all of the Services by issuing a written notice to the other Party. Unless the cancellation terms are explicitly stated within the Specification or the Call-Off Order, the Parties shall, immediately following the issue of a cancellation notice, discuss and agree the terms of the cancellation and the payment due to Serco.
    2. No later than three months before the EPC Contract is due to expire, Serco shall notify DBT of the expected EPC Contract expiry date and either Party shall have the right to elect for early termination of this Agreement at a date to be agreed by the Parties but no later than the EPC Contract expiry date. Accumulated rights of the Parties shall not be affected by the early termination of this Agreement and any costs incurred associated with the early termination shall lie where they fall.
    3. Notwithstanding clause 10.2, following termination or cancellation in accordance with this clause 10, Serco shall as a minimum be reimbursed for all parts of the Services performed or prepared ready for performance up to the termination or cancellation date and any other associated third party costs that remain payable.
16. Force Majeure
    1. Neither Party shall be liable for non-performance or delay of performance which is due to any cause beyond its reasonable control including (without limitation) inclement weather, fire, flood, industrial action (other than that involving the Party affected by the force majeure event), explosions, government regulations and orders and acts of God. In the event that the Services cannot be delivered by Serco due to force majeure then Serco and the Customer will discuss the arrangements for delivery of the Services at another time and date without additional charge to the Customer.
17. Intellectual Property Rights
    1. All intellectual property rights in any materials and documents provided by Serco, which existed prior to commencement of the Services or developed during the performance of the Services (“Serco IPR”) shall vest in and remain with Serco or its licensors. Serco hereby grants to the Customer a limited, non-exclusive licence to use the Serco IPR, for internal business purposes provided always that the Customer may not sell, sub-licence or otherwise commercially exploit such rights without express written permission from Serco.
18. Confidentiality
    1. Each Party shall hold in confidence all technical or commercial know how, specifications, inventions, process or initiatives which are of a confidential nature (“Proprietary Information”) obtained from the other Party; and shall not disclose to any third party without the express permission of the other Party any such Proprietary Information obtained from the other Party.
    2. The provision of clause 13.1 shall not apply to any information which:
19. is or becomes public knowledge other than by breach of this clause 13; or
20. is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; or
21. is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure; or
22. must be disclosed by the disclosing Party in the discharge of its obligations to supply information for parliamentary, governmental or judicial purposes.
    1. Nothing in this clause 13 shall be deemed or construed to prevent Serco from disclosing any Proprietary Information provided by Customer to any parent company, consultant, contractor and/or other person engaged by Serco in connection herewith, provided that Serco shall take all reasonable steps to ensure that such information is held in confidence by such companies and individuals, and their servants or agents, including, where appropriate, requiring any such individuals to enter into an appropriate non-disclosure undertakings on substantially the same terms as are contained in this clause 13.
23. Tax and Anti-Bribery
    1. Each Party agrees that;
24. its tax affairs have not given rise to a criminal conviction in any jurisdiction for tax related offences which is unspent, or to a penalty for civil fraud or evasion; and
25. none of its tax returns submitted to on or after 1 October 2012 has been found to be incorrect as a result of HMRC successfully challenging it under the GAAR or the Halifax Abuse Principle; or
26. none of its tax returns submitted to on or after 1 October 2012 has been found to be incorrect as a result of a tax authority in a jurisdiction in which it is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the Halifax Abuse Principle; or
27. none of its tax returns submitted to on or after 1 October 2012 has been found to be incorrect as a result of the failure of an avoidance scheme which it was involved in and which was, or should have been, notified under the DOTAS or any equivalent or similar regime in a jurisdiction in which it is established.
28. Anti-Corruption and Bribery
    1. Each Party shall:
29. comply with all applicable laws, statutes, regulations relating to anti-bribery and corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements") and with all international anti-bribery conventions (collectively, the "Anti-Bribery Laws”;
30. not engage in any activity, practice or manner which would have constituted an offence under sections 1, 2 or 6 and 7(1) of the Bribery Act 2010 if such activity, practice or manner had been carried out in the UK;
31. have and maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, the Anti-Bribery Laws and clauses 15.1 a) and 15.1 b) and shall enforce them where appropriate;
32. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by the Party in connection with the performance of this Agreement and/or if a foreign public official becomes an officer or employee of the Party or acquires a direct or indirect interest in the Party (and the Parties hereby warrant that they have no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement);
33. where requested in writing by the other Party, certify within 14 days of the date of such request in writing signed by an officer of the Party to whom the request is made, compliance with this Clause 15 by the Party to whom the request is made and all persons associated with it under Clause 15. The Party to whom the request has been made shall provide such supporting evidence of compliance as the other Party may reasonably request; and
34. ensure that any person associated with the Party to whom the request is made who is providing goods and/or performing services in connection with this Agreement does so only on the basis of a written agreement which imposes similar obligations equivalent to those imposed on each Party as in this clause 15 (the "Relevant Terms"). Each Party respectively shall be responsible for the observance and performance by any such persons of the Relevant Terms, and shall be directly liable to the other Party for any breach by such persons of any of the Relevant Terms.

For the purpose of this clause 15, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

1. Notices
   1. All notices to Serco shall be in writing, in English and sent to Serco via the EPC at The Hawkhills, Easingwold, York YO61 3EG (for the attention of the Business Operations Manager) and to the Customer at such address as they may have given to Serco.
2. Remedies
   1. Neither Party shall be deemed to have waived any rights or remedies unless its waiver is in writing and signed by a duly authorised officer of the Party making such a waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement, or the failure of any Party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.
3. Amendments
   1. No amendments to this Agreement shall be valid unless they have been made in writing and executed by duly authorised officers of both parties.
4. Severance
   1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
5. Governing Law and Jurisdiction
   1. This Agreement shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the Courts of England and Wales unless the parties agree to arbitration.
6. Entire Agreement
   1. This is the entire Agreement between the Customer and Serco as to the Services and all other agreements, understandings or representations not expressly included or referred to in this Agreement are hereby excluded.
7. Data Protection
   1. Each Party shall comply with the terms of the Data Processing Charter <https://www.epcresilience.com/footer-links/data-processing-charter/>, which forms part of this Agreement.
   2. The Customer warrants and undertakes that the Customer has taken all steps necessary as required under Data Privacy Laws, including: (i) providing appropriate fair processing notices in accordance with GDPR Article 13 or 14 (as applicable); (ii) ensuring that there is a legal basis for Serco and its sub-processors to Process the Personal Data in accordance with the Agreement; and (iii) informing Data Subjects of this legal basis.
8. Contracts (Rights of Third Parties) Act
   1. A person who is not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 has no rights to enforce any term of this Agreement but this does not affect any right or remedy which exists or is available apart from that Act.

**appendix 2 – The specification**

1. **Purpose**
2. As the business and trade department, DBT needs to be prepared to respond to a wide range of emergencies and crises as set out in the National Security Risk Assessment. This includes as a Lead Government Department (LGD), for the Critical National Infrastructure risk around the chemical industry and Royal Mail or as key stakeholders for crises that significantly impacts business and trade and other DBT’s responsibilities. DBT is therefore seeking to build a capability to prepare for and respond to an emergency or crisis materialising. This includes:
   * The creation of a trained ERCO team to effectively support delivery of the department’s objectives.
   * Building a trained cadre of DBT staff across the department, at different grades and professions including Senior Civil Servants (SCS), that could be deployed at pace to support a DBT response. Training will involve comprehensive courses designed to equip staff with the necessary skills and knowledge to effectively respond to crises.
   * Create a more resilient department by regularly testing DBT plans for emergency response through exercising scenarios impacting DBT’s responsibilities. Whether planned or reactive, the programme will test scenarios requiring enhanced crisis response and skills bespoke to DBT’s Critical National Infrastructure (CNI) risks. In addition, the programme will protect and elevate DBT’s reputation in the crisis response field.

* The result will include lessons identified for DBT and ensure the Department can demonstrate robust processes and capability in learning content, records, and role deployment (e.g., decision making process), as part of any inquiry, inspection or review.
* These objectives can be achieved through DBT’s Crisis Management Capabilities (Training and Exercising) Programme. The programme will ensure the department has cross-cutting emergency response capabilities with confidence to deploy its responsibilities.

1. **BACKGROUND**

**DBT Crisis Management Capabilities (Training and Exercising) Program.**

* DBT is the designated Lead Government Department for risks associated with the CNI sectors of Chemicals and Royal Mail, in the event of an emergency in one of these sectors, Cabinet Office would look to DBT to lead any cross-government response. DBT’s Emergency Response Coordination Team (ERCO) is responsible for the development and delivery of the department’s exercising and training strategy. To support this work the team are contracting for 3 years with Cabinet Offices’ Emergency Planning College to deliver key elements of DBT’s training and exercising offer.
* The aim for The EPC is to help build the capability in DBT with the long-term goal of DBT running training and exercising in-house.
* The service provision will allow this to develop to an enduring collaboration that offers DBT the ability to flexibly draw upon EPC’s support in its mission to build competency, capacity, and capability into its broader crisis management structures.
* The scope of delivery may include advisory, training and exercising at strategic, tactical, and operational levels.
* The delivery may include options to provide services and products to support the long-term development of the Crisis Management Capabilities (Training and Exercising) Program including work to support system, process, and technical improvements.
* The service provision also allows for responsive and adaptive requirements from EPC to intra-departmental and agency requests brokered by the ERCO team on behalf of DBT.
* This will be managed through agreed governance and outcome deliverables between DBT and EPC and supported through robust account and project management.
* This call-off agreement will run from **Thursday 1st August 2024** (the effective date) to **Wednesday 31st March 2027.** The EPC and DBT will review this call-off agreement by 1st September 2025 to make sure the agreement remains accurate.
* DBT will enter into a call-off agreement which will facilitate the work package being executed. The work package orders will outline the agreed scope, deliverables, dependencies/accountabilities of the parties and the pricing arrangements.

1. **Security handling**

* Serco shall ensure that its employees working on this contract have an up-to-date security clearance of security check (SC) or above.
* Serco shall obtain DBT’s approval before sharing any SECRET material outside the EPC’s project team.

1. **DBT Framework Leads:**

* [REDACTED] - Joint Head of Emergency Response
* [REDACTED] - Training and Exercising Lead
* [REDACTED] - Head of Training and Exercising

1. **EPC Resilience Capability & Administrative Services**

* [REDACTED] – Program Director and Resilience Capability Lead
* [REDACTED] – Program Manager
* [REDACTED] – Business Manager
* It is agreed that the above personnel will provide support as needed, rather than full-time. Additional EPC staff and Associates will be engaged to support and deliver each call off order as required. Associate will be mutually agreed. All costs will be clearly detailed in each call-off order.
* The value of this Service Provision is up to a maximum of [REDACTED].
* The following describes the proposed workstreams required for the period **1st August 2024** **to 31st March 2025**. Additional workstreams will be mutually agreed and subject to the call off ordering process as detailed below. Subsequent phases for the period **1st April 2025 to 31st March 2027** will be described and detailed as developed and agreed between Serco and DBT at the beginning of each financial year.

**Year 1**

* A draft **service provision** that forms the basis of the contract and overall strategic aim and outcomes of the work program.
* **Work Package 1:** An agreement on governance of the project over the lifetime of the contract confirming DBT’s role and the EPC’s remit.
* **Work Package 2:** An analysis to establish the learning and training requirements for DBT’s Crisis Management capability that will provide the underpinning of an evidence led training and exercising program.
* **Work package 3:** 1 exercise to stress test DBT’s CONOPS, to ascertain improvements and support the training and development of DBT emergency responders.
* **Work package 4:** Live scenario testing in relation to the CONOPS to see how the ERCO team work under pressure in a response.
* **Work Package 5**: A two-day Gold course (for SCS or equivalent) for 1 x 15 delegates to be designed and delivered by 31 March 2025.
* **Work Package 6:** A two-day Silver course (for silver commanders) for 2 x 15 to be designed and delivered by March 312025.
* **Work Package 7:** 1 table-top exercise to test DBT’s response to a chemicals CNI risk and lessons piece.

* **Work Package 8:** 1 table-top exercise to test DBT’s response to a cyber risk and lessons piece.

**Year 2**

* **Work package 1:** 1 exercise to stress test the **updated** DBT’s CONOPS, to ascertain improvements and support the training and development of DBT emergency responders.
* **Work Package 2**: A one-daybronzetraining course in crisis management designed and delivered for 3 x 15 delegates to a maximum of 45 by 31st March 2026. This will focus on their roles and responsibilities during a crisis response.
* **Work Package 3**: Year 2 Silver and Gold training to be designed and delivered by 31 March 2026. (TBC)
* **Work Package 4:** Begin to develop and/or deliver a full-scale simulation exercise (TBC) - and lessons piece.

**Year 3**

* **Work package 1:** 1 exercise to stress test the **updated** DBT’s CONOPS, to ascertain improvements and support the training and development of DBT emergency responders.
* **Work Package 2:** Generic crisis management refresher training for all grades (numbers and amount of sessions tbc)
* **Work Package 3:** Begin to develop a full-scale simulation exercise (TBC).

**Appendix 3 – pricing and payment**

The following prices will apply, unless DBT negotiates and agree any alternative rates or arrangements for additional work package orders.

EPC Rate Card (per day)

* Senior Associate - [REDACTED]
* Standard Associate - [REDACTED]
* Technical Team - [REDACTED]
* Project Manager - [REDACTED]
* Project Director - [REDACTED]

Our rates exclude excludes UK VAT and Travel and Subsistence (T&S). T&S will be charged in accordance with the latest Serco T&S policy (and agreed in advance with DBT).

Our rates will be reviewed at the beginning of each financial (April) from 2024 to 2027.

**Assumptions & Clarifications:**

* If DBT requirements change and alternative associates are needed, then a new rate will be provided by EPC, if applicable.

**Call-off Order Pricing:**

* As detailed within Appendix 2 and Appendix 4, DBT will call-off the Services either per activity or group of activities.
* The call-off order pricing will be based on the above day rates, unless the Parties agree on a revised pricing methodology specific to a particular Call-Off Order, (note – where additional resources are required for the delivery of training or exercising the EPC will provide separate prices for these resources).
* The EPC will invoice on a monthly basis with the invoice itemising the charges for that month against each call-off order.

**Payment:**

* As per Clause 6.2, payment of invoice is due within 30 days from the invoice date.
* The EPC’s bank details are as follows:

**Bank address:**

JP Morgan

London

**Account Information**

Account Name: [REDACTED]

Account Number: [REDACTED]

Sort Code: [REDACTED]

BIC/SWIFT address: [REDACTED]

IBAN: [REDACTED]

**appendix 4 – call-off order process & template**

Appendix 2, Specification, outlines the scope of work that Serco will perform, and the table contained therein provides the details of each work activity. The Call-Off Order process is initiated as soon as the Parties agree that Serco is to commence a certain activity, or group of activities as set out in the Specification. Both Parties will have input into the Call-Off Order drafting, and they will agree on a case-by-case basis which Party shall create the first draft of the document. Each Call-Off Order shall be in the form of the template below, however depending upon the work activity, or group of activities, some of the sections/boxes may not be applicable and therefore will be marked as “N/A”.

Serco will maintain a register of the Call-Off Orders.

| **Call-Off Order** | |
| --- | --- |
| This Call-Off Order is entered into by the Parties and will be governed by the terms and conditions detailed in the Agreement, “TRAINING & ANCILLARY SUPPORT SERVICES” dated XXXX 202X.  This Call- Off Order is issued by the Customer and is the instruction for Serco to perform the Services as further detailed in the services section below. | |
| Parties | Serco Limited (**"Serco"**) |
| \*\*\* (the **"Customer"**) |
| Call-Off Order / Services Brief Description | *[A brief description of the Service(s) to be performed is to be inserted, for example; “Emergency Planning and Business Continuity Baseline Assessment”]* |
| Call-Off Order Number |  |

| **Call-Off Order Effective Term** | |
| --- | --- |
| Call-Off Order Effective Date | [ ] day of [ ] 20[ ] |
| Call-Off Order Expiry Date | *[ ] day of [ ] 20[ ].* |

| **Services** | |
| --- | --- |
| Service Commencement Date | The Services described below will commence on *[date to be inserted]* |
| Description of Services | *[A full description of the Services is to be inserted, including, as applicable, the details as contained within the activity table in Appendix 2]* |
| Customer Obligations of Dependencies upon Customer | *[Insert any dependencies Serco has upon the Customer or specific obligations upon the Customer, for example, Customer to provide a copy of the existing business continuity plan, or Customer is to arrange attendance of key stakeholders at a review meeting]* |
| Service Duration | *[The duration for the performance of the Service/each element of the Service (if multiple activities from Appendix 2 are to be included in a single call-off order) is to be agreed:*  *For example; Is the duration a fixed period, an estimated period, or is the Call-Off Order executed on the basis of a not-to-exceed period]* |
| Call-Off Order Milestones/Key Dates | *[Insert any key dates or milestone activities relevant to the Services, for example dates for issue of a deliverable, or specify the relevant time period e.g. “x” days after Service commencement “y” is to be delivered/completed]* |
| Call-Off Order Deliverables | *[Details are to be included of any deliverables, such as reports, plans or other documents, that Serco is to provide as part of the Service delivery]* |
| Serco Resources | *[Insert details of the EPC personnel (numbers, names) who will be performing the Service(s)]* |

| **Charges /Fees** | |
| --- | --- |
| Charges | Unless as otherwise stated in the Alternative Charges / Additional Charge Terms section below, the charges associated with delivery of the Service(s) detailed herein are: |
| Alternative Charges / Additional Charge Terms | *[Insert any agreed changes to the Charges above, or any additional charges that will apply to the Call-Off Order. Also insert any agreed charge terms, for example, a pro rata of the day rate will apply for part days worked]* |
| Total Price | *[Insert the Total Price for the Call-Off Order, or if applicable for each priced element of the Call-Off Order. If the Price is based on an estimated duration then state that the Price is an estimated price and include details of how the final total price will be calculated]* |
| Invoicing and Payment Terms | Unless as otherwise stated in the Alternative Invoicing and Payment Instructions section below, Serco will issue the invoice(s) on a monthly basis for the Service or elements thereof delivered in that month. The invoice will be itemised to reflect individually priced elements of the Service.  The Customer will pay the invoice within 30 days of the date of invoice.  Unless as stated to the contrary in the Alternative Invoicing and Payment Instructions section below, Serco will track weekly time spent on the Service delivery and if appropriate, on the individual elements of the Service via timesheets. The timesheet will be signed by the Customer representative indicating their agreement and the timesheets will be used to calculate the total price of the Call-Off Order or individual elements thereof, which will be used to populate the invoice. |
| Alternative or Additional Invoicing and Payment Instructions | *[Insert any additional or alternative terms that have been agreed, for example if a Payment Milestones have been agreed for a particular Call-Off Order, or element of the Call-Off Order, these are to be described]* |

| **Additional Information or Instructions** |
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| **Agreement**  **[The Call-Off Order must be signed by duly authorised representatives of both Parties]** | |
| --- | --- |
|  | |
| Signed by Serco Limited | Signed  Title  Date |
| Signed by Customer | Signed  Title  Date |