

FRAMEWORK SCHEDULE 2: GOODS AND SERVICES AND KEY PERFORMANCE INDICATORS

PART A: GOODS AND SERVICES

LOT 6 – SENSITIVITY REVIEW SERVICE

1 INTRODUCTION

- 1.1 Crown Commercial Service (CCS) (the “Authority”) is seeking to establish a Framework Agreement for the provision of a Sensitivity Review Service for all UK Central Government Departments and Wider Public Sector Organisations (“Contracting Authorities”).
- 1.2 A list of Contracting Authorities obligated to adhere to the Public Records Act 1958 or The National Archives guidance when transferring Record(s) to The National Archives or approved Place of Deposit are detailed within the link below:
<http://www.legislation.gov.uk/ukpga/Eliz2/6-7/51/schedule/FIRST>
- 1.3 Contracting Authorities not obligated to adhere to the Public Records Act 1958 when transferring Record(s) to The National Archives or approved Place of Deposit are eligible to use this Lot 6 service.
- 1.4 This Framework Agreement will be managed by the Authority and Call Off Contracts will be managed by Contracting Authorities.
- 1.5 The duration of the RM3781 Framework Agreement for Lot 6 is four (4) years (48 months), with a maximum Call Off Contract period of three (3) years (36 months).
- 1.6 The purpose of Lot 6 is to appoint a number of Supplier’s who shall be responsible for the provision of a Sensitivity Review Service via Further Competition between the successful Suppliers and Contracting Authorities.
- 1.7 Lot 6 shall provide a Sensitivity Review Service to identify whether Record(s) contain Sensitive information and whether the Exemptions support or do not support withholding the Sensitive information.
- 1.8 The Supplier shall provide all aspects of the requirement for Lot 6 as set out in this Framework Schedule 2
- 1.9 The Authority placed a Prior Information Notice (the PIN notice) 2015/S 241-437566 which was published on 12/12/2015 in the Official Journal of the European Union (OJEU).
- 1.10 The procurement has been advertised by publishing a Contract Notice in the OJEU under the open procedure in accordance with the Public Contracts Regulations 2015 (the “Regulations”).

2 SCOPE OF THE REQUIREMENT

- 2.1 Lot 6 requires the Supplier to provide an On Site and/ or Off Site Sensitivity Review Service to Contracting Authorities.
- 2.2 The Supplier shall provide a Sensitivity Review Service through either a Fully Managed Sensitivity Review Service or a Triage Sensitivity Review Service in order to meet the individual requirements of Contracting Authorities. This shall include but may not be limited to:
- attending induction Events;
 - determining the Sensitivity of a Record(s);
 - considering whether the Exemptions support withholding Sensitive information;
 - determining whether Records should be Retained, Closed or Partially Closed;
 - providing Supplier Sensitivity Reports to Contracting Authorities Senior Sensitivity Reviewer (SSR);
 - providing a redaction service, for a Fully Managed Sensitive Review Service; and
 - consumable items, as set out in Annex 4 of this Framework, Schedule 2.
- 2.3 The Supplier shall ensure that it has the operational capacity and capability to provide the requirements of this Lot to numerous Contracting Authorities at any one time. This shall include but may not be limited to :
- provision of experienced and Qualified Supplier Personnel who shall identify and apply knowledge of the applicable law and Exemptions, as set out in Section 6 of this Framework, Schedule 2.
 - provision of Subject Matter Experts and/ or Experts in the field of diplomacy
 - provision of Supplier Personnel with the appropriate security clearance, as specified by Contracting Authorities at the Call off stage.

3 MANDATORY REQUIREMENTS- SENSITIVITY REVIEW (ON AND OFF SITE)

This section describes the mandatory Sensitivity Review requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the requirements of this Framework Agreement.

- 3.1 The Supplier shall provide Contracting Authorities with an On Site and/ or Off Site Fully Managed Sensitivity Review Service or a Triage Sensitivity Review Service within the agreed working hours. The standard working hours are specified as eight (8) hours, with a thirty (30) minute lunch break, for a full day and four (4) hours for a half day, Monday to Friday excluding UK Bank Holidays, unless otherwise specified by Contracting Authorities.
- 3.2 The Supplier shall provide the Fully Managed Sensitivity Review Service for all aspects of the service, including all decision making on behalf of Contracting Authorities, unless

otherwise advised. Contracting Authorities reserve the right to undertake some or all aspects of the Fully Managed Sensitivity Review Service.

3.3 The Supplier shall provide the option of a Triage Sensitivity Review Service in the event that Contracting Authorities want to retain all decision-making responsibilities, unless otherwise advised. Contracting Authorities reserve the right to undertake some or all aspects of the Triage Sensitivity Review Service.

3.4 The Supplier shall conduct the Sensitivity Review Fully Managed service in line with The National Archives Step 3: Sensitivity Reviews of selected Record(s) guidance as set out in the link below:

<http://www.nationalarchives.gov.uk/information-management/manage-information/selection-and-transfer/sensitivity-Reviews-on-selected-records/>

3.5 The Supplier shall refer to the process maps for the Fully Managed Sensitivity Review Service and the Triage Sensitivity Review Service, as set out in Annex 2 of this Framework Schedule 2. The process maps provide an indicative outline of the process flows which shall be used by the Supplier when considering and identifying Sensitive information.

3.6 Sensitivity Review Induction

3.6.1 The Supplier shall attend an induction event provided by Contracting Authorities in order to undertake a Fully Managed Sensitivity Review Service or a Triage Sensitivity Review Service.

3.6.2 The Supplier Personnel in attendance at the induction event shall ensure they are in receipt of all information required and fully understand the Contracting Authorities requirements in order to conduct the Sensitivity Review Service at the end of the induction event(s).

3.6.3 The Sensitivity Review induction shall only be in relation to the following criteria, unless otherwise specified by Contracting Authorities:

- type(s) and nature of Record(s) to be reviewed
- type(s) of potentially Sensitive information to be considered, trigger word(s), phrase(s) and Subject Matter(s)
- type(s) of potentially Sensitive information that may require Redacting from the Record(s)
- type(s) of information that may be considered of historical value and therefore transferred to The National Archives
- type(s) of information that may result in a Record(s) being considered Closed, Partially, Closed and/ or Retained and how to apply the Record(s) closure date(s)
- indication of FOI Exemption(s) that may and/ or may not apply
- roles and responsibilities of the Supplier and Contracting Authorities when undertaking the Sensitivity Review Service.
- review and explanation of Contracting Authorities guidance documentation on Sensitivity Review which the Supplier shall abide by.

- review and explanation of the requirement(s) and standard(s) stated within Framework Schedule 2, to deliver the Sensitivity Review Service
- contracting Authorities relevant contact(s) for requirement(s) such as: guidance, clarification of matter(s) and advice on completion of documentation and/ or report(s)

3.6.4 The scope and frequency of the induction event(s) shall be specified by Contracting Authorities at the Call Off stage but as a minimum shall be 0.5 days in total.

3.7 Volumes, Throughput and Quality Control of Service

3.7.1 The Supplier shall comply with the scheduled volumes of the contracted Service(s) as specified by Contracting Authorities at Call Off. This shall be reviewed at periodic intervals in order to for the Supplier to demonstrate quality of output and increase productivity to the Contracting Authorities.

3.7.2 The Supplier shall comply with the scheduled daily/ weekly/ monthly throughput of service(s), as specified by Contracting Authorities, in accordance with standard(s) and quality control(s) referred to in paragraph 3.8.1. The throughput of service(s) and quality controls will be agreed between the parties at the Call Off stage.

3.8 Quality Control, Inspection and Correctional work

3.8.1 The Supplier shall perform the Service(s) in accordance with the quality control, inspection and correctional work, as specified by Contracting Authorities at the Call Off Stage. The details of the check(s) shall, as a minimum, include the following: scope, frequency and percentage tolerance(s).

3.9 Sensitivity Review Service

3.9.1 The Supplier shall follow instructions on the Record(s) to be Sensitivity Reviewed, as specified by Contracting Authorities at the Sensitivity Review induction and/ or the start of each individual project. The instructions shall include, but shall not be limited to:

- whether Record(s) shall be reviewed either via Title or Page-by-page procedure
- subject matter(s) of the Record(s)
- Contracting Authorities Guidance document on Sensitive information detailing potential Sensitive information such as, but is not limited to name(s), addresses, date(s) of birth, trigger word(s) and/ or phrases to consider

3.9.2 Title procedure

3.9.2.1 The Supplier shall review the Title of each Record in conjunction with Contracting Authorities' Sensitivity Review guidance which shall include, but shall not be limited to: security classification of Record(s); name(s), addresses date(s) of birth, trigger words/ phrases etc. all information provided by the Contracting Authorities at its Supplier induction event(s), and the Freedom Of Information Act (FOI).

3.9.3 Page-by-page procedure

- 3.9.3.1 The Supplier shall review each page of the Record(s) in conjunction with Contracting Authorities' Sensitivity Review guidance which shall include, but is not limited to: name(s), addresses, date(s) of birth, trigger word/ phrases, Freedom of Information (FOI) Act, Data Protection Act 1998 all other information provided by the Contracting Authorities at its Supplier induction event(s).

3.10 Determining Sensitive Information

- 3.10.1 The Supplier shall review Record(s) when conducting a review for a Fully Managed Sensitivity Review Service or a Triage Sensitivity Review Service in line with: Contracting Authorities Sensitivity Review guidance, Freedom of Information (FOI) Act, The National Archives guidance and all other information provided to the Supplier by Contracting Authorities during the Sensitivity Review induction, as set out in paragraph 3.6.

- 3.10.2 The Supplier shall, as a minimum, consider three [3] main area(s) when determining whether or not the information contained within the Record(s) is Sensitive, unless otherwise specified by Contracting Authorities. These areas are:

- personal information (including Sensitive personal information) – this includes but is not limited to: name, address, date of birth, national insurance number, race, nationality and religious beliefs, as set out in paragraphs 4.2.2.1 and 4.2.2.2.
- Security and intelligence – this includes but is not limited to information matters of national and/ or international security
- International relations - this includes but is not limited to Material that has the potential to damage the United Kingdom's relationships with other states or could prejudice the government's interests abroad.

- 3.10.3 The Supplier shall determine whether information within each Record is deemed Sensitive and whether Exemption(s) may be applied to protect this information by undertaking the following activities, unless otherwise specified by Contracting Authorities:

- reviewing Record Title(s) to determine if the content may contain Sensitive information
- scrutinising Record(s) content Page-by-Page and identifying area(s) containing Sensitive information
- determining whether information contained within the Record(s) is deemed Sensitive as per Contracting Authorities Sensitivity Review guidance and instructions during induction event(s), as set out in paragraph 3.6.
- considering legal provisions e.g. Freedom of Information (FOI) Act and Data Protection Act 1998 and Environmental Information Regulations (EIR) in conjunction with each Record(s) being reviewed and the information it contains
- preparing and submitting a Supplier Sensitivity Report to Contracting Authorities Senior Sensitivity Reviewer (SSR), detailing finding(s) of each

Record(s) reviewed and recommendation(s) for consideration by the Senior Sensitivity Reviewer (SSR).

3.11 Determining Record(s) status during Sensitivity Review

3.11.1 The Supplier shall be conscious of the information contained in each Record whilst undertaking all stages of the Sensitivity Review process in order to assess and determine the status of each Record at the end of the Sensitivity Review process, unless otherwise stated by Contracting Authorities.

3.11.2 The Supplier shall consider the following information and processes in order to determine Record status:

- potential Exemption(s) under the Freedom on Information (FOI) Act;
- Potential Exception(s) under Environmental Information Regulations 2004 EIR
- retention of Record(s) within the Contracting Authorities department
- closure of Record(s)
- identifying information requiring Redaction and Retention Service(s)

4 MANDATORY REQUIREMENTS - EXEMPTIONS

The Supplier shall, when undertaking a Fully Managed Sensitivity Review Service and a Triage Sensitivity Review Service, identify the FOI Exemptions that it considers relevant to the Sensitive Information identified within the Record(s) and determine which, if any, of the Exemptions may apply.

4.1 Points of law and guidance

4.1.1 The Supplier shall be fully aware and conversant with the content and legal principles of the Data Protection Act 1998 (DPA), in particular the principles which support Exemption(s) from release of information under Section 40 FOI Act as set out in the link below:

<http://www.legislation.gov.uk/ukpga/1998/29/contents>

4.1.2 The Supplier shall be fully aware and conversant with The National Archives guidance on Access to Public Records as set out in the link below:

<http://www.nationalarchives.gov.uk/information-management/manage-information/selection-and-transfer/sensitivity-reviews-on-selected-records/access-to-public-records/>

4.1.3 The Supplier shall consider the following points of law and/ or guidance to determine if the information it has identified, and then deemed Sensitive, is subject to Exemption(s), and on what grounds any legal provision(s) apply, if any:

- legal provision(s) most notably within Freedom of Information Act (FOI) section 21-44 (as set out in Annex 3 Summary of FOI Act Exemption(s) within The National Archives - Access to Public Records document)
- Data Protection Act 1998 (DPA) principles Exempt from release under section 40 FOI Act (as set out in paragraph 4.1.
- legal provision(s) within Environmental Information Regulations 2004 Exception(s) 12 (3), 12 (5) and 13 (as set out in Annex 3 - Information Exemption(s) (Exception(s)) in the Environmental Information Regulations within The National Archives- Access to Public Records document)
- Statute Bars, Section 44 of the FOI Act Prohibitions on Disclosure (applicable Statutes shall be specified by Contracting Authorities at the Call Off stage (as set out in Annex 3 Summary of FOI Act Exemption(s) within The National Archives- Access to Public Records document)
- criteria for Retaining Record(s) under the Public Record(s) Act 1958, Section 3 (4)
- Contracting Authorities internal Sensitivity Review guidance
- Contracting Authorities departmental security and/ or Data Protection guidance
- ad hoc guidance specific to this project provided by Contracting Authorities Senior Sensitivity Reviewer (SSR (or equivalent))

4.1.4 The Supplier shall report all findings, for the Fully Managed Sensitivity Review Service and the Triage Sensitivity Review Service, to the Senior Sensitivity Reviewer (SSR) within the Supplier Sensitivity Reports, as set out in section 5 of this Framework Schedule 2.

4.2 Potential Exemption(s) under the Freedom of Information (FOI) Act

4.2.1 Exemptions under Section 21 - 44 of the FOI Act

4.2.1.1 The Supplier shall consider the Sensitive information within each Record against the FOI Exemption(s) within section 21 - 44 and identify which (if any) of the sections support withholding information under either a specific, or a number of, FOI Exemption(s). Full details of the FOI Exemption(s) available are set out within The National Archives – Access to public Record(s) document within Annex 3.

4.2.1.2 The Supplier shall determine the following information where Exemption(s) under the FOI Act (Section 21 - 44) support withholding some or all of the Sensitive information contained within the Record:

- whether Subject Matter Expert(s) advice is required as set out in paragraph 6.2 Subject Matter Expert(s)
- FOI Exemption(s) categories, as set out in paragraph 4.5
- prepare justification and recommendation(s) for application of FOI Exemption(s)
- review of Record status as set out in paragraph 4.8.7 and 4.8.8
- duration period for how long the Exemption(s) shall apply, as set out in paragraph 4.8.6

4.2.2 Exemption(s) under Section 40 Personal information of the FOI Act

RM3781, Multifunctional Devices, Managed Print and Content Services and Records and Information Management
Attachment 4a- Framework Schedule 2 (Part A: Goods and Services)

Lot 6- Sensitivity Review

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4.2.2.1 The Supplier shall determine whether Record(s) containing personal information about an identifiable living individual falls within the Data Protection Act 1998 definition of Sensitive personal Data. Examples of which include, but shall not be limited to:

- racial or ethnic origin of the Data subject,
- political opinions,
- religious beliefs or other beliefs of a similar nature,
- membership of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992),
- physical or mental health or condition,
- sexual life,
- the commission or alleged commission by him of any offence, or
- any proceedings for any offence committed or alleged to have been committed by him, the disposal of such proceedings or the sentence of any court in such proceedings.

4.2.2.2 The Supplier shall receive specific and detailed guidance from Contracting Authorities on the type of personal information to be reviewed, and refer to further guidance as set out in the links below and within Annex 3 - Personal and Sensitive Information Links:

<http://www.legislation.gov.uk/ukpga/1998/29/section/1>

<http://www.legislation.gov.uk/ukpga/1998/29/section/2>

4.2.2.3 The Supplier shall apply the stated requirements in paragraph 4.2.2.1 in conjunction with the Information Commissioner's guidance (as set out in the link below) against the content and context of Record(s) on a case by case basis and detail the findings within the Supplier Sensitivity Report.

<https://ico.org.uk/for-organisations/guide-to-freedom-of-information/>

4.2.2.4 The Supplier shall consider the Sensitive information contained within the Record(s) in line with the Exemption(s) within section 40 (2) and identify which (if any) of the section(s) support withholding the information.

4.2.2.5 The Supplier shall consider the Exemption(s) under section 40 (2) Personal information where the Sensitive information is supported by the recommendation to withhold under Personal information of the FOI Act section 40 and the applicant is a third party of the FOI Act.

4.2.2.6 The Supplier shall consider these Exemption(s) in line with the Sensitive information contained within the Record and determine which of the Exemptions apply.

4.2.2.7 The Supplier shall consider these findings against the eight [8] Data Protection principles as set out below and determine which one supports the recommendation for withholding the Sensitive information:

8 Data Protection principles	
1	personal information must be fairly and lawfully processed

2	personal information must be processed for limited purposes
3	personal information must be adequate, relevant and not excessive
4	personal information must be accurate and up to date
5	personal information must not be kept for longer than is necessary
6	personal information must be processed in line with the Data subjects' rights
7	personal information must be secure
8	personal information must not be transferred to other countries without adequate protection

4.2.2.8 The Supplier shall determine the following information where Exemptions under FOI 21 - 44 support the argument to withhold some or all the Sensitive information contained within the Record:

- FOI Exemption(s) categories as set out in paragraph 4.5
- Record status as set out in 4.8.7. and 4.8.8.
- duration period for how long the Exemption(s) shall apply as set out in 4.8.6.

4.2.2.9 In the event none of the Data Protection principles support the argument to withhold the Sensitive information contained within the Record, the Supplier shall undertake the process stated within paragraphs 4.6 and detail all information within the Supplier Sensitivity Report.

4.2.2.10 The Supplier shall document all findings at each stage of the Sensitivity Review process within its Supplier Sensitivity Report, as set out in section 5 of this Framework Schedule 2, regardless of whether it is providing a Triage or Fully Managed Sensitivity Review Service and unless otherwise specified by Contracting Authorities.

4.2.3 Potential Exemption(s) under Environmental Information Regulations 2004 (EIR)

4.2.3.1 The Supplier shall consider the Sensitive information contained within the Record in line with the Exemption(s), known as Exception(s), specific only to Environmental Information Regulations 2004 (EIR), as set out in the link below:

<http://www.legislation.gov.uk/uksi/2004/3391/made>

4.2.3.2 The Supplier shall consider the Sensitive information contained within the Record in line with the Exemption(s) set out in Annex 3- Information Exemption(s) (Exception(s)) in the EIR within The National Archives - Access to Public Records document.

4.2.3.3 The Supplier shall determine the following information where Exemption(s) under the EIR support withholding some or all of the Sensitive information contained within the Record:

- whether Subject Matter Expert advice is required as set out in paragraph 6.2 Subject Matter Expert(s);
- EIR Exception(s) as set out in Annex 3 Information Exemption(s) (Exception(s)) in the EIR within The National Archives- Access to Public Records document;

- prepare justification and recommendation(s) for application of EIR Exception(s);
- Record status as set out in paragraph 4.8.7 and 4.8.8, and
- duration period for how long the Exemption(s) shall apply, as set out in paragraph 4.8.6.

4.3 Fully Managed Sensitivity Review Service

4.3.1 The Supplier, when providing a Fully Managed Service, shall undertake the processes as set out in paragraph 4.2, and identify if one or some of the Exemption(s) support withholding the Sensitive information. The Supplier shall then determine which FOI Exemption category the Exemption(s) are applicable, as set out in paragraph 4.5.

4.4 Triage Sensitivity Review Service

4.4.1 The Supplier, when undertaking a Triage Service, shall provide a report which will state its finding(s) and recommendation(s) on whether or not the Exemption(s) set out in paragraph 4.2 support withholding information within its Supplier Sensitivity Reports, as set out in section 5, of this Framework Schedule 2.

4.4.2 The Senior Sensitivity Reviewer (SSR) shall consider the two Exemption(s) categories and determine whether or not the information is supported by an Absolute or Class-Based Exemption(s) and shall inform the Supplier if they will be required to undertake any further action(s), for example but not limited to: further information to support the findings with the Supplier Sensitivity Reports and/ or continuing the Sensitivity Review to determine whether the Record(s) Status should be Retained, Closed or Partially Closed, as set out in paragraph 4.8.

4.5 FOI Exemption(s) categories - Fully Managed Sensitivity Review Service

4.5.1 The Supplier, when undertaking a Fully Managed Sensitivity Review Service, shall consider the two Exemption categories under the FOI Act, Absolute Exemption and Qualified Exemption(s). Underneath each of these categories are Class-based and Prejudice-Based Exemption(s) which can apply to both Absolute and/ or Qualified Exemption(s).

4.5.2 The Supplier shall be fully conversant with Absolute, Qualified, Class-based and Prejudice-Based Exemption(s), and be knowledgeable in when and how to apply them, and have complete and ongoing awareness of the implication(s) of having applied them, as set out in the links below and the Absolute, Qualified, Class-based and Prejudice-Based Exemption(s) diagram within Annex 3:

<http://www.nationalarchives.gov.uk/information-management/manage-information/selection-and-transfer/sensitivity-reviews-on-selected-records/access-to-public-records/>

4.5.3 Absolute Exemption(s)

- 4.5.3.1 The Supplier shall, when undertaking a Fully Managed Sensitivity Review Service, review the Sensitive information along with its finding(s) under section 21-44 of the FOI Act and determine whether Contracting Authorities are justified to withhold the Sensitive information under the Absolute Exemption criteria. In the event the Absolute Exemption(s) support withholding the information, the Supplier shall provide details within its Supplier Sensitivity Report which shall include, but shall not be limited to:
- stating the Sensitive information verbatim
 - stating all of the Exemption(s) considered and why
 - stating the reason(s) why the Exemption(s) did support the argument to withhold the information
 - stating the recommended Record status (for example Closed or Partially Closed if information is to be withheld under any Exemption)
 - stating which information (if any) is recommended to be released to the public in the event of a Partially Closed recommendation
- 4.5.3.2 The Supplier shall determine if Contracting Authorities are not justified in withholding Sensitive information under the Absolute Exemption criteria and review the Sensitive information against the criteria set out below. The Supplier shall then determine whether the finding(s) support withholding the information under Qualified Exemption(s), as set out in paragraph 4.5.4:
- section 21 - 44 of the FOI Act
 - section 39 Environmental information of the FOI Act
 - 40(1) and (2) Personal information of the FOI Act
- 4.5.3.3 The Supplier shall consider whether the Sensitive information falls under either the Class-Based Exemption(s) or the Prejudice-Based Exemption(s) and detail its findings within its Supplier Sensitivity Report as set out in section 5 of this Framework Schedule 2. The content of which shall include as a minimum, but is not limited to:
- a clear description of what the Sensitive information is
 - state all of the Exemption(s) considered and why
 - state the reason(s) why the Exemption(s) did not support the argument to withhold the information under Absolute Exemption(s) criteria
 - state the reason(s) why the Exemption(s) did support the argument to withhold under the Qualified Exemption(s) criteria
 - state reason(s) why and/ or why not the Class-Based Exemption applied/did not apply
 - state reason(s) why and/or why not the Prejudice-Based Exemption applied/did not apply
 - state the recommended Record status (for example Closed or Partially Closed if information is to be withheld under any Exemption)
 - state which information (if any) is recommended to be released to the public in the event of a Partially Closed recommendation

4.5.3.4 The Supplier shall make the decision as to whether an application to withhold the Sensitive information under the Absolute Exemption(s) criteria is made to the Advisory Council for National Records and Archives (ACNRA) where applicable.

4.5.4 Qualified Exemption(s)

4.5.4.1 The Supplier shall, when undertaking a Fully Managed Sensitivity Review Service, conduct the Public Interest Test in determining whether or not the Exemption(s) should be applied to a Record. The Supplier shall set out the facts in favour of disclosure and factors again to conclude where the balance of Public Interest lies.

4.5.4.2 The Supplier shall consider whether the Sensitive information falls under either the Class-Based Exemption(s) or the Prejudice-Based Exemption(s) as set out in paragraph 4.5.3.3 above and detail its findings within its Supplier Sensitivity Report as set out in section 5 of this Framework Schedule 2. The content of which shall include as a minimum, but is not limited to:

- a clear description of what the Sensitive information is
- state all of the Exemption(s) considered and why
- state the reason(s) why the Exemption(s) did not support the argument to withhold the information under Absolute Exemption(s) criteria
- state the reason(s) why the Exemption(s) did support the argument to withhold under the Qualified Exemption(s) criteria
- state reason(s) why and/ or why not the Class-Based Exemption applied/did not apply
- state reason(s) why and/or why not the Prejudice-Based Exemption applied/did not apply
- state the recommended Record status (for example Closed or Partially Closed if information is to be withheld under any Exemption)
- state which information (if any) is recommended to be released to the public in the event of a Partially Closed recommendation

4.5.4.3 The Supplier shall undertake the Public Interest Test for information relating to Qualified Exemption(s) only, and not Absolute Exemption(s).

4.5.4.4 The Public Interest Test is a balancing exercise that determines whether the public interest favours release or non-release of information. The assessment shall include:

- deemed Sensitive and potentially supported by Qualified Exemption(s) not to be released to the public, against arguments;
- in favour of this information being in the Public Interest and therefore being released to the public; and
- a balance between the above in which the decision to release or withhold Sensitive information is dependent on where the balance lies i.e. greater weight or strength is illustrated for one side.

4.5.4.5 The Supplier shall report all findings for both Absolute and Qualified Exemption(s) to the Senior Sensitivity Reviewer (SSR) within the Supplier Sensitivity Report as set out in section 5 of this Framework Schedule 2.

4.6 Exemption(s) that do not support withholding Sensitive information - Fully Managed Sensitivity Review Service and Triage Sensitivity Review Service

4.6.1 The Supplier shall provide the following details within its Supplier Sensitivity Report where none of the Exemptions(s) apply to the Sensitive information contained within the Record:

- state the Sensitive information in a clear and identifiable manner
- state the exact Exemption(s) considered and why
- state the reason(s) why the Exemption(s) did not support the argument to withhold the information
- state the recommended Record status (for example Open status if no information is to be withheld under any Exemption(s))
- state which information is recommended to be released to the public

4.7 Retention of Record(s) within Contracting Authorities department - Fully Managed Sensitivity Review Service and Triage Sensitivity Review Service

4.7.1 The Supplier shall, when undertaking the Fully Managed Sensitivity Review Service and Triage Review service, be aware of the information contained in each Record in order to assess and determine whether Record(s) at the end of the Sensitivity Review process contain content whereby Contracting Authorities shall request the ACNRA support its request to Retain within its department.

4.7.2 The Supplier shall determine this information in advance of either completing the Supplier Sensitivity Report and/ or compiling the Application to Retain document by the Supplier on behalf of Contracting Authorities, as set out in paragraph 4.7.6. and detailed in section 5 of this Framework Schedule 2.

4.7.3 The Supplier shall review each Record to identify whether, none, some, or all of the information contained within the Record(s) contains Sensitive information and determine that Record as containing one of the following, unless otherwise specified by Contracting Authorities:

- contains Sensitive information, which requires an application to be Retained by Contracting Authorities on Sensitivity grounds
- contains Sensitive information which shall be Retained by Contracting Authorities and does not require an application to be Retained

4.7.4 Consideration and recommendation(s) on grounds to Retain a Record

4.7.4.1 The Supplier shall, when undertaking a Fully Managed Sensitivity Review Service or Triage Sensitivity Review Service, review, identify and determine the grounds, in accordance with Contracting Authorities' guidance document as set out in paragraph 3.8.1, which Record(s) are too Sensitive for transfer to The

National Archives and release to the public, and are therefore appropriate for Retention within Contracting Authorities department(s).

- 4.7.4.2 The Supplier shall consider ground(s) to Retain the information within Record(s) in conjunction with the Public Record(s) Act 1958 (PRA) in order to determine each Record's Retention Status. The Supplier shall make reference to the area(s) applicable within the Supplier Sensitivity Report, as set out in paragraph 4.7.6.
- 4.7.4.3 The Supplier shall compare its findings against grounds as set out in The National Archives Grounds for Retention Table in Annex 3, where it identifies Record(s) appropriate for Retention. The Supplier shall be aware that it is anticipated most considerations shall be under numbers 4 or 6 of the Table.
- 4.7.4.4 The Supplier shall determine whether or not the Sensitive information identified is supported by the grounds stated within The National Archives Grounds for Retention Table of Annex 3 and therefore decide whether or not an Application to Retain the Record(s) shall be made to the ACNRA.
- 4.7.4.5 The Supplier shall report all findings to the Senior Sensitivity Review (SSR) within the Supplier Sensitivity Report, as set out in section 5 of this Framework Schedule 2.
- 4.7.4.6 Further information on guidelines on Retention are set out in The National Archives: Access to public Record(s) link below.

<http://www.nationalarchives.gov.uk/information-management/manage-information/selection-and-transfer/sensitivity-reviews-on-selected-records/access-to-public-records/>

4.7.5 Consideration and recommendation(s) on grounds to Retain a Record - Triage Sensitivity Review Service Only

- 4.7.5.1 The Supplier's Services under paragraph 4.7 shall state its finding(s) and recommendation(s) within its Supplier Sensitivity Report to the Senior Sensitivity Reviewer (SSR), as set out in section 5 of this Framework Schedule 2. The Senior Sensitivity Reviewer (SSR) shall decide whether the Record(s) shall be considered Retained and shall inform the Supplier if it is required to undertake any further action(s), for example but not limited to further information to support the findings within the Supplier Sensitivity Report; and when required instruction to complete the Application to Retain document.

4.7.6 Compilation of Application to Retain document - Fully Managed Sensitivity Review Service

- 4.7.6.1 The Supplier shall, when undertaking a Fully Managed Service only, decide whether the Record(s) are indeed appropriate for Retention and shall complete the application in the form of the document named Application to Retain under s3 (4) Public Record(s) Act 1958, as set out in the link below, and submit to the Senior Sensitivity Reviewer (SSR) who will consider the content and submit to the ACNRA:

<http://www.nationalarchives.gov.uk/information-management/manage-information/selection-and-transfer/sensitivity-reviews-on-selected-records/access-to-public-records/>

4.7.6.2 Contracting Authorities shall clearly specify whether it shall be completed in Word or Excel.

Word: Application to retain under s3(4) of the Public Record Act 1958 (DOC, 0.09Mb)

Excel: Application to retain under s3(4) of the Public Record Act 1958 (XLS, 0.04Mb)

4.7.7 ACNRA decision to accept and/or query Application to Retain document - Fully Managed Sensitivity Review Service

4.7.7.1 The Supplier shall, when undertaking a Fully Managed Sensitivity Review Service, prepare the Record for Retention within Contracting Authorities' department(s), in the event that ACNRA accepts the request to retain the Record within the department, unless otherwise specified by Contracting Authorities.

4.7.7.2 The Supplier shall, when undertaking a Fully Managed Sensitivity Review Service, review the ground(s) for rejection in the event that ACNRA reject the request and recommend to the Senior Sensitivity Reviewer (SSR) whether or not a further Sensitivity Review shall be undertaken. This includes but shall not be limited to:

- reconsidering the Record status;
- redrafting the Application; and
- providing further clarification on reasoning behind decision(s) made.

4.8 Applying Closed or Partially Closed status following consideration of Exemption(s) - Fully Managed Sensitivity Review Service and Triage Sensitivity Review Service

4.8.1 The Supplier shall undertake the following steps when identifying Record(s) that do not currently have a Record status and shall be reviewed in order to be considered for Closed and/ or Partially Closed status, unless otherwise specified by Contracting Authorities:

- identify which FOI Exemption(s) may apply to the Record(s)
- identify which EIR may apply to the Record(s)
- explain within the Supplier Sensitivity Report reason(s) for restriction(s) and why the information contained in the Record(s) falls under the Exemption(s)
- identify how long each Record shall be Closed as set out in Annex 3 - Closure periods
- identify and apply a re-review date which will ensure the Record(s) is reviewed again prior to the Closed date expiring in order to re-asses the Sensitivity level

(as it may reduce or increase over time) and consider if it can be made available to the public after Closed date expires as set out in Annex 3- Closure periods

- consider whether parts of the Record(s) may be released in the event Sensitive information was Redacted.

4.8.2 The Supplier shall follow the guidance on closure periods by The National Archives :

<http://www.nationalarchives.gov.uk/documents/information-management/closure-periods.pdf>

4.8.3 The Supplier shall undertake the following steps when identifying Record(s) that are already deemed Closed or Partially Closed Record(s) by Contracting Authorities at that point in time and require a re-review, unless otherwise specified by Contracting Authorities.

4.8.4 Record(s) currently deemed Closed

- identify which Record(s) is currently Closed
- determine whether the Sensitivity level has reduced and can be made available to the public
- determine whether the Sensitivity level remains the same or has increased
- identify reason(s) for restriction(s) and which FOI Exemption(s) may apply to the Record(s)
- identify reasons(s) for restriction(s) and which EIR may apply to the Record(s)
- explain within report to the Senior Sensitivity Reviewer (SSR) why the information contained in the Record(s) falls under the Exemption(s)
- identify how long each Record(s) shall be Closed
- Identify and apply a re-review date

4.8.5 Record(s) currently deemed Partially Closed

- identify which Record(s) is currently Partially Closed
- determine whether the Sensitivity level has reduced and can be made available to the public
- determine whether the Record(s) remains Partially Closed or has escalated to Closed
- identify reason(s) for restriction(s) and which FOI Exemption(s) may apply to the Record(s)
- identify reason(s) for restriction(s) and which Public Record(s) Act 1958 Exemption(s) may apply to the Record(s)
- identify reasons(s) for restriction(s) and which EIR may apply to the Record(s)
- explain within the Supplier Sensitivity Report why the information contained in the Record(s) falls under the Exemption(s)
- identify how long each Record(s) shall be Partially Closed or Closed
- identify and apply a re-review date

4.8.6 Duration period for how long the Exemption(s) and/ or Exception(s) shall apply

4.8.6.1 The Supplier shall determine the duration period, known as closure period, for how long Exemption(s) shall apply in line with the guidance provided at the

induction event and at the start of each project implementation meeting as set out in paragraph 3.6, unless otherwise specified by Contracting Authorities. This guidance information shall provide the Supplier with detail on the specific closure timescales to be stated for closure for the Record(s) being Sensitivity Reviewed.

4.8.6.2 The Supplier shall state the determined closure period within the Supplier Sensitivity Report detailing the reasoning behind this recommendation.

4.8.7 Review of Record status following Sensitivity Review - Fully Managed Sensitivity Review Service

4.8.7.1 The Supplier shall, when undertaking a Fully Managed Sensitivity Review Service, decide upon one of two Record status options where the Sensitive information is rejected as not suitable for Retention by Contracting Authorities. The Supplier shall decide between Closed and Partially Closed, as a Record status to Contracting Authorities' Senior Sensitivity Reviewer (SSR).

4.8.7.2 The Supplier shall, when undertaking a Fully Managed Sensitivity Review Service, follow the Public Interest Test as set out in paragraph 4.5.4 where applicable, and determine whether the Record shall be classed, against the criteria set out in Annex 3 - Record Status Table. The Supplier shall provide the synopsis required within the report to the Senior Sensitivity Reviewer (SSR).

4.8.8 Review of Record status following Sensitivity Review - Triage Sensitivity Review Service

4.8.8.1 The Supplier shall, when undertaking a Triage Sensitivity Review Service, recommend one of the two options as a Record status to Contracting Authorities' Senior Sensitivity Reviewer (SSR), as set out in paragraph 4.8.1.

4.8.8.2 The Supplier shall recommend one of two Record status options where the Sensitive information is rejected as not suitable for Retention by Contracting Authorities. The Supplier shall decide between Closed and Partially Closed as a Record status to Contracting Authorities Senior Sensitivity Reviewer (SSR).

4.8.8.3 The Supplier shall state its finding(s) and recommendation(s) within its report to the Senior Sensitivity Reviewer, as set out in section 5 of this Framework Schedule 2. The Senior Sensitivity Reviewer (SSR) shall decide whether the Record(s) shall be considered Closed or Partially Closed and shall inform the Supplier if it is required to undertake any further action(s), for example but not limited to: further information to support the findings within the Supplier Sensitivity Report and when required provide information for the compilation on transfer form.

4.8.9 Compilation of Closure on transfer form - Fully Managed Sensitivity Review Service

4.8.9.1 The Supplier shall, where undertaking a Fully Managed Sensitivity Review Service, supply the required information by completing The National Archives

closure on transfer form, as set out in the link below, unless otherwise specified by Contracting Authorities.

<http://www.nationalarchives.gov.uk/information-management/manage-information/selection-and-transfer/sensitivity-reviews-on-selected-records/access-to-public-records/>

4.8.9.2 Contracting Authorities will state at further competition whether completion in Word or Excel is required:

Word: Closure on transfer form (Word document) (DOC, 0.08Mb)

Excel: Closure on transfer form (Excel) (XLS, 0.04Mb)

4.8.9.3 The Supplier shall, where undertaking a Fully Managed Service, provide the required information as set out in paragraph 4.8.10 to the Contracting Authorities Senior Sensitivity Review (SSR(or alternative)) and report all findings to the Senior Sensitivity Reviewer (SSR) within the Supplier Sensitivity Report, as set out in section 5, of this Framework Schedule 2

4.8.9.4 The Supplier shall, when undertaking a Fully Managed service, be informed by Contracting Authorities of any further actions it is required to undertake, for example but not limited to, further information to support findings stated within the Supplier Sensitivity Report; and approval for the Supplier to compile the Application to retain document on behalf of Contracting Authorities.

4.8.10 Compilation of Closure on transfer form - Triage Sensitivity Review Service

4.8.10.1 The Supplier, when undertaking the Triage Sensitivity Review Service, shall provide Contracting Authorities with the required information in order for Contracting Authorities to request approval by the Advisory Council for National Record(s) and Archives (ACNRA) on behalf of the Secretary of State for Culture, Media and Sport (SSCMS) for:

- Record(s) being considered for Closed status to be granted Closed status by ACNRA
- Record(s) currently deemed Closed to remain at the current status until an agreed re-review Date
- Record(s) currently deemed Partially Closed to remain at the current status or move to Closed status in the event ACNRA agrees Sensitivity level has increased

4.9 Submissions to the Secretary of State for Culture, Media and Sport (SSCMS) via the Advisory Council on National Record(s) and Archives (ACNRA) - Fully Managed Sensitivity Review Service

4.9.1 The Supplier, when undertaking a Fully Managed Sensitivity Review Service, shall provide Contracting Authorities with the following information in order for Contracting Authorities to submit an Application to Retain, Close and/ or Partially Close Record(s) to the SSCMS via ACNRA, where the Record(s) content is deemed too Sensitive for transfer to The National Archives.

- 4.9.2 The Supplier shall provide the Senior Sensitivity Reviewer (SSR(or alternative)) with the following information in order to submit an Application to Retain under s3(4) of the Public Record(s) Act 1958 as set out in paragraph 4.8, or the Closure on transfer form, as set out in paragraph 4.9, to the ACNRA, unless otherwise specified by Contracting Authorities.
- a brief summary of the Sensitive information contained within each Record
 - a brief summary of the reason(s) for the restriction(s) which are considered applicable
 - details of the relevant Exemptions identified and the reason(s) for the restriction(s) to be applied
 - details and reasoning for the proposed status i.e. Closed, Partially Closed
 - details and reasoning for the proposed retention period(s)
 - details and reasoning for the proposed re-review Date(s)
- 4.9.3 The format, content, frequency and timescale(s) of this service requirement will be specified by Contracting Authorities at further competition and shall be at no additional cost to Contracting Authorities.
- 4.9.4 The Supplier shall undertake the service of making an application to the ACNRA on behalf of Contracting Authorities as set out in paragraphs 4.9.5, 4.9.6 and 4.9.7, when requested.
- 4.9.5 Record(s) Retained by Contracting Authorities
- 4.9.5.1 The Supplier shall make a request to the ACNRA, via The National Archives Application to Retain under s3(4) of the public Record(s) Act 1958 for the Record(s) to be Retained within the Contracting Authorities department, when requested by the Contracting Authorities. The Senior Sensitivity Reviewer (SSR) shall decide whether it the Record(s) should be Retained and the ACNRA will decide whether to approve or question the request to Retain.
- 4.9.6 Record(s) status deemed Closed
- 4.9.6.1 The Supplier shall make a request to the ACNRA, via The National Archives closure on transfer form, where the SSR decides whether the Record(s) should be deemed Closed, when requested by Contracting Authorities. The ACNRA will decide whether to approve the closure, or question the request.
- 4.9.7 Record(s) status deemed Partially Closed
- 4.9.7.1 The Supplier shall make a request to the ACNRA, via The National Archives Closure on transfer form, and identify area(s) it considers for Redaction where the SSR decides the Record(s) should be deemed Partially Closed, when requested by Contracting Authorities. The ACNRA will decide whether to approve the Closure, or question uphold or reject the request.

4.10 Identifying information requiring Redaction and Redaction service(s) - Fully Managed Sensitivity Review Service

- 4.10.1 The Supplier shall receive instructions from Contracting Authorities at Contract implementation and/ or at the start of each project outlining the type of Sensitive

information that the Supplier shall identify and indicating what information requires Redaction.

4.10.2 The Supplier shall, when undertaking a Fully Managed Sensitivity Review Service, identify area(s) requiring Redaction from a Record, and therefore requiring the Record status to be amended in line with the requirement(s) set out in paragraph 4.8.7 and 4.8.8.

4.10.3 The Supplier shall, when undertaking a Fully Managed Sensitivity Review Service, undertake the Redaction service on behalf of Contracting Authorities and be required to provide all service requirements stated within The National Archives Redaction toolkit guidance set out in the link below, unless otherwise specified by Contracting Authorities. The scope, frequency and timeline(s) of the service requirement will be specified by Contracting Authorities at further competition.

nationalarchives.gov.uk/documents/information-management/redaction_toolkit.pdf

4.10.4 The Supplier shall, when undertaking a Fully Managed Sensitivity Review Service, provide exact detail(s) of the information it recommends for Redaction within the Senior Sensitivity Report to the Senior Sensitive Reviewer (SSR). The Senior Sensitive Reviewer (SSR) will make the decision on behalf of Contracting Authorities whether or not to Redact the information presented. The content, frequency and timelines of the reports shall be specified at Call Off but as a minimum, shall include:

- word, sentence, paragraph, chapter, section, page, picture and/ or image to be Redacted
- reason(s) for text to be Redacted
- details of applicable legislation to support reason(s) to be Redacted

4.10.5 The Supplier shall report all findings to the Senior Sensitivity Reviewer (SSR) within the Supplier Sensitivity Report as set out in section 5 of this Framework Schedule 2.

4.10.6 The Contracting Authorities, when undertaking the Triage service, shall not require a Redaction service, unless otherwise specified by Contracting Authorities.

4.11 Identifying information requiring Redaction and Redaction service(s) - Triage Sensitivity Review Service

4.11.1 The Supplier shall, when undertaking a Triage Service, identify area(s) requiring Redaction, resulting in information being Redacted from a Record, and therefore requiring the Record status to be amended in line with the requirement(s) set out in paragraph 4.8.8.

4.11.2 The Supplier shall, when undertaking a Triage Service, clearly identify the area(s) within each Record(s) that it recommends to be Redacted, for example but not limited to inserting page markers on page(s).

4.11.3 The Supplier shall, when undertaking a Triage Service, provide exact detail(s) of the information it recommends be Redacted within the report to the SSR. The SSR shall make the decision on behalf of Contracting Authorities whether or not to Redact the information presented. Examples of this information are, but is not limited to:

- word, sentence, paragraph, chapter, section, page, picture and/ or image to be Redacted

- reason(s) for text to be Redacted
- details of applicable legislation to support reason(s) to be Redacted

4.11.4 The Supplier shall report all findings to the Senior Sensitivity Reviewer (SSR) within the Supplier Sensitivity Report as set out in section 5 of this Framework Schedule 2.

5 MANDATORY REQUIREMENTS - REPORTING

This section provides details of the mandatory reporting requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the requirements of this Framework Schedule 2.

5.1 Supplier Sensitivity Reports

- 5.1.1 The Supplier shall, when undertaking a **Fully Managed Sensitivity Review Service**, provide a report to Contracting Authorities' Senior Sensitivity Reviewer (SSR) or equivalent, which shall contain a full audit of the decision making activity undertaken per Record, unless otherwise specified by Contracting Authorities.
- 5.1.2 The Supplier shall, when undertaking a **Triage Sensitivity Review Service**, provide a report to Contracting Authorities' Senior Sensitivity Reviewer (SSR) or equivalent which shall contain a full audit of the activity undertaken and the decision(s) Contracting Authorities are required to make, unless otherwise specified by Contracting Authorities.
- 5.1.3 The scope, content and frequency of the Supplier Sensitivity Report(s) shall be specified by Contracting Authorities at further competition, but as a minimum shall be provided on a weekly basis and at no additional cost to Contracting Authorities.

5.2 - Inventory Management of Record(s) - Fully Managed Sensitivity Review Service and Triage Review Service

- 5.2.1 The Supplier shall provide an inventory report(s) of all Record(s) received and/ or held (On Site and/ or Off Site) on behalf of Contracting Authorities while undertaking the Service(s). This shall include, but shall not be limited to:
- date Record passed from Contracting Authorities to Supplier
 - mode of transport Record sent by Contracting Authorities to Supplier (Off Site service only)
 - Record name and/ or reference number
 - location of the Record held by Supplier
 - resource name Record is allocated to
 - short description of work currently being undertaken on the Record
 - date Record returned to Contracting Authorities
 - anticipated date Record to be returned to Contracting Authorities (if work still in progress)

- mode of transport Record to be sent back to Contracting Authorities (Off Site service only)
- 5.2.2 The content and frequency of the report(s) shall be specified by Contracting Authorities at the Call Off stage, but as a minimum shall be provided on a monthly basis and at no additional cost to Contracting Authorities.
- 5.3 Reporting on Service Activity - Fully Managed Sensitivity Review Service and Triage Review Service**
- 5.3.1 The Supplier shall provide Contracting Authorities with a report(s), for each of the service(s) required and contracted under this Specification of Requirement(s), detailing the activity undertaken within an agreed period. This shall include, but shall not be limited to:
- work allocated by Contracting Authorities
 - work submitted by the Supplier to Contracting Authorities
 - work accepted by Contracting Authorities from the Supplier as completed
 - work returned by Contracting Authorities to the Supplier, and the reasoning for this
 - corrected work re-submitted by the Supplier to Contracting Authorities
 - corrections accepted by Contracting Authorities from the Supplier
- 5.3.2 The content, timescale and frequency in providing this report(s) shall be specified by Contracting Authorities at Call Off stage, but as a minimum shall be provided on a monthly basis and at no additional cost to Contracting Authorities.

6 MANDATORY REQUIREMENTS- SUPPLIER PERSONNEL, VETTING, SECURITY AND TRAVEL COSTS

This section provides details of the mandatory requirements for Supplier Personnel, vetting, security and travel costs that the Supplier shall be expected to fulfil in their entirety in order to meet the requirements of this Framework Schedule 2.

6.1 Supplier Personnel

6.1.1 The Supplier shall provide suitably experienced personnel to undertake Sensitivity Reviews and/ or project management, who will be called the Supplier's 'Sensitivity Reviewer'.

Triage Sensitivity Reviewer	To conduct the service(s) as set out in Framework Schedule 2
Triage Sensitivity Reviewer Project Manager	To conduct the service(s) as set out in Framework Schedule 2
Fully Managed Services Sensitivity Reviewer	To conduct the service(s) as set out in Framework Schedule 2

Fully Managed Service Sensitivity Reviewer Project Manager	To conduct the service(s) as set out in Framework Schedule 2
Subject Matter Experts	To conduct the service(s) as set out in Framework Schedule 2
Diplomacy Expert	To conduct the service(s) as set out in Framework Schedule 2

6.1.2 The Supplier's 'Sensitivity Reviewers' shall have the following skills as a minimum:

- ability to scrutinise documentation by applying complete attention to detail
- consider content in line with Contracting Authorities' Sensitivity Review guidance and training
- consider content in line with Freedom of Information Exemption(s)
- clear and accurate written skills
- English language skills for example to proficiency or GCSE standard or equivalent

6.1.3 The Supplier shall, on occasion(s), be required to provide personnel that have more enhanced skills than those set out in 6.1.2, which shall be specified by Contracting Authorities at the Call Off stage. Examples of which include, but are not limited to:

- Chartered Institute of Library and Information Professionals or equivalent
- Certificate or Diploma in Professional Studies (Record(s) and Information Management) or equivalent

6.1.4 The Supplier shall on occasion(s) be required to provide personnel with previous experience of having worked within the UK Diplomatic Service within the UK and/ or overseas as set out in paragraph 6.3.

6.1.5 The Supplier shall have access to a wide network of suitably Qualified resources, as set out in paragraphs 2.3 and 6.1 and as specified by Contracting Authorities at Call Off stage.

6.2 Subject Matter Experts

6.2.1 The Supplier shall, when undertaking a Fully Managed Service, provide the following resource(s) to meet the requirements of Contracting Authorities, as specified at the Call Off stage:

- Subject Matter Expert(s) to carry out Sensitivity Review per Record, when required by Contracting Authorities or;
- Multiple Subject Matter Expert(s) for the Supplier's Sensitivity Reviewer(s) to use as an Expert resource when the Record(s) contains multiple subject matters.

6.2.2 The Supplier shall on occasion(s) be required to provide personnel with knowledge of subject matter(s) in line with Contracting Authorities specific requirements. These

subject matter(s) for example may range from accountancy through to social sciences. Further examples are outlined in Annex 3 - Subject Matter Experts.

- 6.2.3 The Supplier shall provide Contracting Authorities with a curriculum vitae (CV) for each personnel member it proposes to work on its Contract and within the timescale(s) specified at the Call Off stage. As a minimum the CV shall contain the personnel member's qualifications, skills as set out in paragraph 6.1, and details of previous experience.
- 6.2.4 Contracting Authorities reserve the right to accept and/ or reject personnel proposed by the Supplier to work on its contract where the personnel do not have the required skills, experience and qualifications.

6.3 Diplomatic Experience

- 6.3.1 The Supplier shall provide Personnel with previous experience in the field of diplomacy to undertake Sensitivity Review Services, when requested by Contracting Authorities. Examples of previous Diplomatic Experience are, but is not limited to:
- Understanding of political and diplomatic Sensitivities
 - Experience of working with foreign government administrations
 - Knowledge and experience in identifying issues which could damage UK relations
- 6.3.2 The Supplier shall ensure that it appoints the appropriate personnel with the exact knowledge, skills and experience, for example:
- country(ies) for which the Supplier shall have understanding of political and diplomatic Sensitivities;
 - foreign government administrations; and
 - subject matter(s) on which experience and issues could damage UK relations.

6.4 Project Management Services

- 6.4.1 The Supplier shall provide Personnel to be skilled Project Manager(s) with the required level of experience and expertise to manage and deliver the service in line with the agreed time, quality and cost, as specified by Contracting Authorities. As a minimum, all Project Managers are required to have knowledge, expertise and experience within the contracted discipline, for example but not limited to within the last 3-5 years.
- 6.4.2 The Supplier shall, on occasion(s), be required to provide Project Managers with project management qualification(s), which will be stated by Contracting Authorities at further competition. An example of the qualification includes, but is not limited to:
- Prince 2 Project Management Practitioner or equivalent
 - Prince 2 Project Management Foundation or equivalent
- 6.4.3 The Project Manager shall provide Contracting Authorities with a project plan within the agreed timelines and at no further cost to Contracting Authorities. The scope,

content, format and presentation shall be specified by Contracting Authorities at the Call Off stage but as a minimum shall detail:

- scope of the project(s) (including project tolerance(s))
- timescale(s) and key milestone(s) for each service and deliverable
- number of resources and job roles and time periods they are required
- incorporate cost(s)
- incorporate quality checks (what they consist of and timescales for completion)
- incorporate inspection and correctional work (what they consist of and timescales for completion)
- identify areas of risk
- security clearance status per resource

6.4.4 The Supplier shall work with Contracting Authorities Senior Sensitivity Reviewer (SSR) and its team to deliver the contracted service in line with the Contracting Authorities Implementation Plan, specification of requirements, key milestone(s) and/or deliverable(s) and all associated timescale(s).

6.5 VETTING

6.5.1 The Supplier shall ensure that all Supplier Personnel have been security vetted and approved to Disclosure and Barring Service (DBS) relevant standards or agreed equivalent and/or Disclosure Scotland relevant standards were appropriate. The Supplier shall ensure that this is completed prior to the involvement of Supplier Personnel in the delivery of the Services under the Framework Agreement.

6.5.2 The Supplier shall ensure that all Supplier Personnel vetting procedures comply with the British Standard, Security Screening of Individuals Employed in a Security Environment – BS 7858:2012 or agreed equivalent, unless otherwise specified by Contracting Authorities at the Call Off stage.

6.5.3 The Supplier shall comply with all requirements of Baseline Personnel Security Standard (BPSS) or an agreed equivalent and ensure a BPSS is undertaken for all Supplier Personnel in accordance with HMG Baseline Personnel Security Standard accessible via the link below:

<https://www.gov.uk/government/publications/government-baseline-Personnel-security-standard>

6.5.4 The Supplier shall ensure that all Supplier Personnel have appropriate security clearance and comply with any additional security requirements specified by Contracting Authorities at the Call Off stage.

6.5.5 The Supplier shall provide details of its Supplier Personnel security procedures to Contracting Authorities. The Supplier shall also provide contact details of all Personnel who will be involved in the delivery of the Services, when requested by Contracting Authorities.

6.5.6 The Supplier shall ensure that its Supplier Personnel involved in the delivery of the Services, have and maintain the relevant security clearance.

6.5.7 The Supplier shall assign personnel, with the required security level clearances documentation completed by the Supplier, within the timescale(s), as specified by

Contracting Authorities. The required security levels include but are not limited to the following:

- Counter-Terrorism Check (CTC)
- Security Check (SC)
- Developed Vetting (DV)

6.5.8 The Supplier shall submit all required security application documentation for the agreed number of personnel required to Contracting Authorities within agreed timescales for Contracting Authorities to review and consider the application(s). Contracting Authorities will then undertake the security checks at their own cost.

6.5.9 The Supplier shall accept that Contracting Authorities reserve the right to pass on the security clearance cost(s) to the Supplier for any additional personnel outside of the agreed number at the Call Off stage.

6.6 SECURITY

6.6.1 The Supplier shall maintain and comply with a security policy which specifically addresses the protection of personal and other restricted information/Data held at Contracting Authorities' Record(s) Archive and/ or individual Record(s) shared with the Supplier either at the Contracting Authorities' premises, while in transit and the Supplier's Off Site location(s), including the risk management of:

- Information being disclosed by the Supplier Personnel inadvertently in response to an unauthorised or fraudulent request for documents or information from an unauthorised source;
- Deliberate unauthorised access to and/ or disclosure of information by the Supplier Personnel;
- Losses physical or digital Data

6.6.2 The Supplier's security policy shall address as a minimum;

- Security management (risk assessment, response, evaluation, responsibilities and roles);
- Supplier Personnel integrity (recruitment, training, vetting, and disciplinary procedures);
- Compliance and security policies;
- Management of suspected/actual breaches of security

6.6.1 The Supplier shall ensure that the implementation of security controls and how they shall comply to ISO 27001 or agreed equivalent, CESG BC, HMG Security Policy Framework as detailed at the link below and Industry best practice is documented, with associated security policies and standards:

<https://www.cesg.gov.uk/organisations/bcs-chartered-institute-it>
<https://www.gov.uk/government/publications/security-policy-framework>

6.6.2 The Supplier shall ensure that Contracting Authorities information and Data is secured in a manner that complies with the Government Security Classification Policy rating of

OFFICIAL. The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and Data is transmitted across all applicable networks and/ or in line with the Contracting Authorities' requirements.

- 6.6.3 The Supplier shall ensure the secure collection, transportation and storage of all confidential Materials, so that at no time these Materials are out of the Supplier's possession, or capable of being deciphered.
- 6.6.4 The Supplier shall report all suspected security breaches to Contracting Authorities immediately.
- 6.6.5 The Supplier shall report all breaches, or suspected breaches, of the Data Protection Act, to the Authority and Contracting Authorities immediately. The Supplier shall include details of any breaches in the monthly/ quarterly reporting to the Authority.
- 6.6.6 The Supplier shall comply with all the relevant legislation, organisational and cross Government policy and guidelines in relation to Data and asset security.
- 6.6.7 The Supplier shall comply with any restrictions or requirements arising out of Contracting Authorities' security policies, which shall be specified at the Call Off Stage and/ or during implementation.
- 6.6.8 The Supplier shall provide details of their personnel security procedures and on request by Contracting Authorities, details of all personnel that they intend to use in the delivery of the Sensitivity Review Services.

6.7 TRAVEL AND RELATED COSTS

- 6.7.1 The Supplier's Day Rate charges shall include costs associated with providing the On Site Services as outlined in Section's 3, 4 and 5 but shall not include travel and subsistence.
- 6.7.2 The Supplier's Day Rate charges shall include all cost(s) and overhead(s) associated with providing the Off Site Sensitivity Review Service, but shall not include travel and subsistence.
- 6.7.3 The Supplier's travel and subsistence will be chargeable to Contracting Authorities at the Call Off stage in line with Contracting Authorities' travel and subsistence policy.

7 MANDATORY REQUIREMENTS - ACCESS TO SITES(S) AND TRANSPORT

This section provides details of the mandatory access requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the requirements of this Framework Agreement .

7.1 Access to Contracting Authorities' site(s)

- 7.1.1 The Supplier shall comply with Contracting Authorities security restrictions, terms and requirement(s) for obtaining and then gaining access to its site on a daily basis. Details of the security restrictions, terms and requirement(s) will be provided by the Contracting Authorities at Call Off stage.
- 7.1.2 The Supplier shall comply with Contracting Authorities security restrictions, terms and requirement(s) relating to its movement within its site, which may be on an

accompanied and/ or unaccompanied basis. Details of the security restrictions, terms and requirement(s) will be provided by Contracting Authorities at further competition.

7.2 Access to Contracting Authorities Record(s) Archive – Supplier Personnel working On Site

- 7.2.1 The Supplier shall be allowed access to Contracting Authorities Record(s) Archive where appropriate. Contracting Authorities will determine the basis on which Supplier access will be granted e.g. accompanied by a Contracting Authorities representative, and/ or unaccompanied.
- 7.2.2 The Supplier shall be provided with the required security access pass and/ or credentials to gain access for a set period of time, where Contracting Authorities allows the Supplier access to its Record(s) Archive unaccompanied. The Supplier shall complete all necessary security clearance documentation within the timescales required by Contracting Authorities in order to gain security access credentials.
- 7.2.3 The Supplier will be responsible for retrieving and/ or re-filing Record(s) within Contracting Authorities Record(s) Archive and/ or preferred filing system(s), unless otherwise specified by Contracting Authorities.
- 7.2.4 The Supplier shall adhere to Contracting Authorities codes of practice for Record(s) Management, details of which will be provided at further competition.

7.3 Access to Contracting Authorities Record(s) Archive – Supplier Personnel working Off Site

- 7.3.1 The Supplier shall receive the Record(s) from Contracting Authorities via secure transfer to the agreed Off Site location. The mode and timescale for delivery and subsequent return of the Record(s) back to Contracting Authorities will be agreed between the parties at contract Implementation.
- 7.3.2 The Supplier shall allow Contracting Authorities representative(s) access to its site during the contract period between the parties, at any time during the agreed working hours.

7.4 Access to Contracting Authorities IT System(s)

- 7.4.1 The Supplier shall complete all work which requires access to Information Technology (IT) through Contracting Authorities' own IT system(s), unless otherwise specified by Contracting Authorities. This will be applicable to personnel working On Site and/ or Off Site.
- 7.4.2 The Supplier Personnel shall receive access of appropriate levels to Contracting Authorities' IT system(s) prior to the Contract start date and shall be agreed within the Contract Implementation Plan.
- 7.4.3 The Supplier shall comply with all of the Contracting Authorities security and Data protection requirement(s) regarding access to its IT system(s). The confidentiality, security and Data protection requirement(s) will cover Supplier access to system(s) on both an On Site and/ or Off Site basis.
- 7.4.4 The Supplier Personnel shall receive system-specific required training from Contracting Authorities in order to access and use its IT system(s). The extent of the

training and timescale for delivery will be agreed at the Call Off stage and included within the contract Implementation Plan.

7.5 Off Site location at which service(s) may be provided

7.5.1 The Supplier shall perform the Service(s) within a secure location where all and/ or part of the Services are required to be performed Off Site. The secure location shall be in accordance with the standards, as set out by Contracting Authorities at Call Off stage.

7.6 Transport Services

7.6.1 The Supplier shall provide an ad-hoc transport service, when requested by Contracting Authorities. The Supplier shall transport Record(s) between Contracting Authorities site(s) to the Supplier's Off Site secure location(s), unless otherwise specified by Contracting Authorities.

7.6.2 The Supplier shall provide the following transport options: 2 hour delivery, same day delivery, next day delivery and one week delivery, as specified by Contracting Authorities at Call Off stage.

7.6.3 The Supplier shall ensure that it utilises the transport arrangements specified by Contracting Authorities where the pan Government courier agreement is utilised to transport Record(s) to and from its premises.

7.6.4 The Supplier shall have the facility to provide Contracting Authorities with Real Time routing information for the vehicle in which the Record is travelling and information on a Records location while in transit, when requested by Contracting Authorities.

7.6.5 The Supplier shall hold and transport Contracting Authorities Record(s) in such a way as to preclude theft, loss, damage, unauthorised access, copying, alteration, substitution or disclosure.

7.6.6 The Supplier shall comply with the delivery and collection time(s) agreed between Contracting Authorities and its third party supplier, details of which will be provided by Contracting Authorities at further competition.

7.6.7 The Supplier will receive reasonable advance notice of any proposed change(s) to delivery and collection times from Contracting Authorities.

8 MANDATORY REQUIREMENTS- FRAMEWORK MANAGEMENT

This section provides details of the mandatory framework management and reporting requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the requirements of this Framework Agreement.

8.1 Framework Management Structure

8.1.1 The Supplier shall provide a suitably Qualified nominated 'Supplier Framework Manager' who will take overall responsibility for delivering the Goods and/ or Services required within this Framework Agreement, as well as a suitably Qualified deputy to act in their absence.

8.1.2 The Supplier shall within five (5) working days of the Framework Commencement Date send to the Authority the name and contact details (including email address and

telephone numbers) of the nominated Supplier Framework Manager and Deputy Framework Manager for this Framework Agreement.

- 8.1.3 The Supplier shall communicate any change in Framework Manager to the Authority, no less than one (1) month in advance of the planned change.
- 8.1.4 The Supplier's Framework Manager shall be familiar with all aspects of the Framework Agreement and suitably experienced in the role, ensuring that all the requirements of the Framework Agreement are met or exceeded. The Supplier shall have arrangements in place to deal with annual leave or any other (un)planned absence.
- 8.1.5 The Supplier shall manage this Framework Agreement by utilising the Authority's tiered Supplier Relationship Management (SRM) approach as set out in paragraph 8.2.3, which provides escalation routes and enables development of the key strategies at senior levels.
- 8.1.6 The Supplier's Framework Manager shall ensure that accurate process maps for the ordering and logistics processes are created and maintained throughout the duration of the Framework Agreement, which shall include details of all processes undertaken by the Supplier to fulfil the Sensitivity Review Services under this Lot 6.
- 8.1.7 The Supplier's Framework Manager shall ensure where Service Levels are not being met, that appropriate extra resources are committed promptly and action is taken to resolve any issues to the satisfaction of the Authority which may include a Performance Improvement Plan (PIP).
- 8.1.8 Following the Framework Commencement date, the Authority shall produce and issue to the Supplier a draft Supplier Action Plan. The Supplier Action Plan shall, unless the Authority otherwise Approves, be agreed between the Parties and come in to effect within two weeks from receipt by the Supplier of the Supplier Action Plan as specified in Framework Schedule 8 (Framework Management).
- 8.1.9 The Supplier Action Plan shall be managed and updated on an ongoing basis by the Authority. Any changes to the Action Plan shall be notified by the Authority to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless the Authority otherwise Approves, be agreed between the Authority and the Supplier and come in to effect within two (2) weeks from receipt by the Supplier of the Authority's notification as specified in Framework Schedule 8 (Framework Management).

8.2 Supplier Review Meetings

- 8.2.1 The Supplier review meetings shall take place with the Authority at an agreed location between both the Supplier and the Authority throughout the Framework Period and thereafter until the Framework Expiry Date.
- 8.2.2 The Supplier review meetings shall be attended, as a minimum by the Authority Representative(s) and the Supplier Framework Manager.
- 8.2.3 The Supplier shall agree the level of engagement and frequency with the Authority within one (1) month of the Framework Commencement Date, but as a minimum this shall include:

Frequency	Status	Format	Attendees	Information Required
Monthly	Operational	Meeting or telephone conference	To be agreed at Implementation	Monthly MI Highlight Report
Quarterly	Operational	Meeting	To be agreed at Implementation	Highlight Report Dashboard Continuous Improvement Plan
Bi-annually	Operational / Strategic	Meeting	To be agreed at Implementation	Dashboard, Mid-Year Review and Forecast Report
Annually	Strategic	Meeting	To be agreed at Implementation	Dashboard, End of Year Review and Forecast Report

8.2.4 The purpose of the review meetings will be to agree strategic objectives, review Supplier performance, resolve issues, identify potential business opportunities and innovative solutions, and where applicable review the Suppliers adherence to the Supplier Action Plan.

8.3 Framework Assurance

8.3.1 The Supplier shall provide the Authority with framework assurance on the following areas:

- business continuity;
- financial stability;
- Data and asset security;
- risk management;
- quality of service;
- Value For Money (VFM);
- accuracy of agreed Management Information and ad hoc reporting;
- environmental returns;
- initiatives; and
- continuous improvement and innovation.

8.3.2 The framework assurance requirements shall be managed and reviewed by the Authority and the content incorporated within the Supplier Action Plan, as set out in Framework Schedule 8 (Framework Management).

8.4 KEY PERFORMANCE INDICATORS AND PERFORMANCE MANAGEMENT

8.4.1 The Supplier shall comply with the Key Performance Indicators as set out in this Framework Schedule 2 and Framework Schedule 8 (Framework Management), Section 3 (Key Performance Indicators).

- 8.4.2 The Supplier shall provide monthly and quarterly Highlight Reports to the Authority, to include the following information:
- Supplier's performance against Service Levels (as agreed at the Call Off stage);
 - identified risks and issues and measures put in place to mitigate;
 - proposals on and/ or progress against agreed initiatives to perform within a leaner process;
 - proposals on and/ or progress against agreed initiatives to provide economies of scale.
- 8.4.3 The Supplier shall complete a template Dashboard Report and shall utilise graphs and charts to indicate trends and variances. The template shall be provided by the Authority.
- 8.4.4 The Supplier shall provide a Dashboard Report to cover a period of time specified by the Authority, on a quarterly, bi-annual and annual basis. The content of the Dashboard shall provide high level information on the following as a minimum, unless otherwise specified by the Authority:
- total service revenue per month;
 - total number of Contracting Authorities Call Offs per month;
 - savings summary;
 - opportunity pipeline;
 - Service Level performance statistics;

8.5 SUPPLIER MANAGEMENT INFORMATION (MI)

- 8.5.1 The Supplier shall provide MI in accordance with the requirements as set out in Framework Schedule 9 (Management Information).

8.6 Additional Supplier Management Information (MI)

- 8.6.1 The Supplier shall ensure they are capable of producing additional MI on the complete Services, in the following formats unless otherwise specified by the Authority :
- Excel;
 - Access;
 - CSV;
 - Word;
 - PDF.
- 8.6.2 The Supplier shall ensure that the specific MI requirements of the Authority continue to be met throughout the duration of the Framework Agreement and any Call Off Contract. The Supplier shall work co-operatively with the Authority to meet these developing MI requirements at no additional cost.

8.7 Third Party Sub-Contracting

- 8.7.1 The Supplier shall comply with the requirements set out in Clause 25 (Supply Chain Rights and Protection) of this Framework Agreement and Framework Schedule 7 (Key Sub-Contractors).
- 8.7.2 The Supplier shall be the primary point of contact for all third party Sub-Contractors and shall therefore be responsible for managing, controlling and maintaining all relationships throughout the duration of the Framework Agreement and Call Off Contracts.

8.8 Complaints Procedure

- 8.8.1 The Supplier shall comply with the requirements as set out in Clause 47(Complaints Handling) of the RM3781 Framework Agreement.
- 8.8.2 The Supplier shall have in place robust and auditable procedures for logging, managing, escalating and resolving issues, complaints or problems reported by the Authority.
- 8.8.3 The Supplier shall accept issues, queries and complaints by telephone, fax, email and/ or letter.

8.9 CONTINUOUS IMPROVEMENT

- 8.9.1 The Supplier shall comply with the requirements set out in Framework Schedule 12 (Continuous Improvement and Benchmarking).
- 8.9.2 The Supplier shall continually improve the way in which the required Services is to be delivered throughout the Framework Agreement duration to optimise savings and efficiencies and offer increased value for money across Government.
- 8.9.3 The Supplier shall maintain open channels of communication with the Authority to resolve issues, share lessons learned and present new ways of working during the Framework Agreement review meetings. Any proposed new ways of delivering the Services shall be brought to the Authority's attention and formally agreed prior to any changes being implemented.
- 8.9.4 The Supplier shall demonstrate its capability of delivering the Services and flexibility and scalability of meeting the current and future demands in relation to Sensitivity Review strategies of Contracting Authorities.
- 8.9.5 The Authority shall reserve the right to make changes to the Services available to ensure that this Lot 5 remains compliant with Contracting Authorities' requirements.
- 8.9.6 The Supplier shall conduct twice yearly a customer satisfaction exercise and survey Contracting Authorities responses to ascertain satisfaction levels for the Services supplied. The Supplier shall produce survey results for review by the Authority

9 CONTRACTING AUTHORITIES CALL OFF CONTRACT MANAGEMENT

This section provides details of the mandatory Contracting Authorities Call Off contract management and reporting requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the requirements of the Call Off Contract:

9.1 Contracting Authorities Management Structure

- 9.1.1 The Supplier shall provide a suitably Qualified nominated 'Call Off Contract Manager' who will take overall responsibility for delivering the Services required within this Call Off Contract, as well as a suitably Qualified deputy to act in their absence.
- 9.1.2 The Supplier shall within five (5) working days of the Call Off Contract Commencement Date send to the Contracting Authorities the name and contact details (including email address and telephone numbers) of the nominated Call Off Contract Manager and Deputy Call Off Contract Manager for this Call Off Contract.
- 9.1.3 The Supplier shall communicate any change in Call Off Contract Manager to Contracting Authorities, no less than one (1) month in advance of the planned change.
- 9.1.4 The Supplier's Call Off Contract Manager shall be familiar with all aspects of the Call Off Contract and suitably experienced in the role, ensuring that all the requirements of the Call Of Contract are met or exceeded. The Supplier shall have arrangements in place to deal with annual leave or any other (un)planned absence.
- 9.1.5 The Supplier shall manage the Call Off Contract by utilising the Contracting Authorities tiered Supplier Relationship Management (SRM) approach as set out in paragraph 9.2.3, which provides escalation routes and enables development of the key strategies at senior levels.
- 9.1.6 The Supplier's Call Off Contract Manager shall ensure where Service Levels are not being met, that appropriate extra resources are committed promptly and action is taken to resolve any issues to the satisfaction of Contracting Authorities which may include a Performance Improvement Plan (PIP).

9.2 Supplier Review Meetings

- 9.2.1 Supplier review meetings shall take place with Contracting Authorities at an agreed location between both the Supplier and Contracting Authorities throughout the Call Off Contract Period and thereafter until the Call Off Contract Expiry Date.
- 9.2.2 The Supplier review meetings shall be attended, as a minimum by Contracting Authorities Representative(s) and the Supplier Call Off Contract Manager.
- 9.2.3 The Supplier shall agree the level of engagement and frequency with Contracting Authorities within one (1) month of the Call Off Contract Commencement Date, but as a minimum this shall include:

Frequency	Status	Format	Attendees	Information Required
Monthly	Operational	Meeting or telephone conference	To be agreed at Implementation	Monthly MI Highlight Report

Quarterly	Operational	Meeting	To be agreed at Implementation	Highlight Report Dashboard Continuous Improvement Plan
Bi-annually	Operational / Strategic	Meeting	To be agreed at Implementation	Dashboard, Mid-Year Review and Forecast Report
Annually	Strategic	Meeting	To be agreed at Implementation	Dashboard, End of Year Review and Forecast Report

9.2.4 The purpose of the review meetings will be to review Supplier performance and resolve issues where required.

9.3 KEY PERFORMANCE INDICATORS AND PERFORMANCE MANAGEMENT

9.3.1 The Supplier shall comply with the Key Performance Indicators as agreed at (Call Off stage).

9.3.2 The Supplier shall provide monthly and quarterly Highlight Reports to Contracting Authorities, to include the following information:

- Supplier's performance against Service Levels (as agreed at Call Off stage).
- identified risks and issues and measures put in place to mitigate;
- proposals on and/ or progress against agreed initiatives to perform within a leaner process;
- proposals on and/ or progress against agreed initiatives to provide economies of scale.

9.4 SUPPLIER MANAGEMENT INFORMATION (MI)

9.4.1 The Supplier shall ensure they are capable of producing MI on the complete Services, in the following formats unless otherwise specified by the Contracting Authorities:

- Excel;
- Access;
- CSV;
- Word;
- PDF.

9.4.2 The Supplier shall ensure that the specific MI requirements of Contracting Authorities continue to be met throughout the duration of the Call Off Contract. The Supplier shall work co-operatively with Contracting Authorities to meet these developing MI requirements at no additional cost.

9.4.3 The Supplier shall conduct a benchmarking process to demonstrate how they compare against other similar users of the Framework Agreement, where requested by Contracting Authorities. The Supplier shall ensure that any such benchmark information is provided without breaching any Contracting Authorities confidentiality.

9.5 Third Party Sub-Contracting

9.5.1 The Supplier shall comply with the requirements set out in Clause 25 of Framework Schedule 4 – (Call Off Order Form and Call Off Terms for Goods and/ or Services (non ICT)) (Supply Chain Rights and Protection) of Call Off Contract.

9.5.2 The Supplier shall be the primary point of contact for all third party Sub-Contractors and shall therefore be responsible for managing, controlling and maintaining all relationships throughout the duration of the Framework Agreement and Call Off Contracts.

9.6 Complaints Procedure

9.6.1 The Supplier shall acknowledge any complaints received by Contracting Authorities within two (2) working days of receipt of the complaint and use best endeavours to resolve within five (5) working days, or by agreement with Contracting Authorities.

9.6.2 The Supplier shall have in place robust and auditable procedures for logging, managing, escalating and resolving issues, complaints or problems reported by Contracting Authorities.

9.6.3 The Supplier shall accept issues, queries and complaints by telephone, fax, email and/ or letter.

9.6.4 The Supplier shall ensure that all Contracting Authorities' complaints and correspondence are logged within an "issues log" to be maintained by the Supplier's designated Call Off Contract Manager. This Record shall be made available by the Supplier to Contracting Authorities to assist with performance reviews.

9.7 CONTINUOUS IMPROVEMENT

9.7.1 The Supplier shall make available its customer satisfaction exercise results to Contracting Authorities upon request.

ANNEXES

ANNEX 1: GLOSSARY

Absolute Exemption	<p>Means if information is captured by one of these there is no obligation under the Freedom of Information Act for the Contracting Authorities to release the Sensitive information identified within the Record and is therefore not subject to undertaking the Public Interest Test.</p> <ul style="list-style-type: none"> • All Exemption(s) within FOI Act section 21-44 are listed within the Summary of FOI Act Exemption(s), as set out in Annex 3 - Record Status Table.
Call Off Contract Manager	<p>means the Supplier's Contract Manager appointed to manage the Contracting Authorities contract.</p>
Class-Based Exemption	<p>means that if the information is of a certain type described in the Exemption, then it is covered by that Exemption.</p> <ul style="list-style-type: none"> • Some Exemption(s) may apply only to a particular category or class of information such as court records, information held for criminal investigations or relating to correspondence with the Royal family. • Where information falls within the class of information covered by a Class-Based Exemption, the Exemption will always apply (providing it is clear that the information genuinely falls into the class of information) and for Qualified Exemption the decision regarding disclosure is made following the Public Interest Test (see definition).
Closed	<p>means a Record shall be transferred to The National Archives but will be withheld from public access release for a specified time. This is because it is considered to contain Sensitive information which is protected by legal Exemption(s) and whose closure has been approved by the Secretary of State for Culture, Media and Sport on the advice of the Advisory Council on National Records and Archives (ACNRA).</p>
Dashboard Report	<p>means a high level performance report, utilising graphs and charts to indicate trends and variances in performance, covering a period to be specified.</p>
Data	<p>means Data relating to Record which is stored on the Suppliers Records Management System and databases.</p>
Day Rate	<p>means rate charged by the Supplier per day for each Supplier Personnel required for the Contracting Authorities' Contract.</p>

Deputy Framework Manager	Means the person(s) who deputises for the Framework manager
Diplomatic Experience	means previous experience of working for the UK diplomatic service in a political, commercial or consular capacity within the UK and/or overseas.
Disclosure and Barring Services	means the Disclosure and Baring Service (DBS) which is a non-departmental Contracting Authority of the Home Office of the United Kingdom
Exception(s)	means the reason to withhold information which is specific only to Environmental Information Regulations 2004
Exemption(s)	means the reason(s) to withhold information.
Framework Manager	means the person(s) who is suitably experienced and who is responsible for ensuring that all the requirements of the Framework Agreement are met or exceeded and must be familiar with all aspects of the Framework Agreement.
Fully Managed Sensitivity Review Service	means the practice of outsourcing day-to-day Records management responsibilities and functions as a service.
Government Security Classification	Means the system for classifying sensitive government Data in the United Kingdom.
Highlight Report	means a report which is sent by the Suppliers Framework Manager and Call Off Contract Manager to the Contracting Authority on a minimum of a monthly and quarterly basis detailing any key issues or risks which the Supplier feels the Authority (Framework Agreement level) or Contracting Authorities (Call Off Contract level) should be aware of and progress against previously agreed key initiatives and actions.
Implementation Plan (IP)	means a plan which is to be agreed between Contracting Authorities and Supplier after Contract Award, detailing the plan to implement the new service provision while also detailing actions, deliverables and timescales.
Material	means wording, photographs, Images, maps or any content within the Record(s)
Off Site Sensitivity Review Service	means the Supplier who shall conduct the Sensitivity Review of Record(s) at the Suppliers premises.
On Site Sensitivity Review Service	means the Supplier who shall conduct the Sensitivity Review of Record(s) at the Contracting Authorities premises.
Open	means the Record does not contain Sensitive information and therefore shall be transferred to The National Archives and open to the public
Page-by-Page	means the process of identifying information of historical importance within the Record by reviewing pages within the Record.
Partially Closed	means a Record which has been in part released to the public. Part of the same Record has also been withheld from release. This is because some information is considered sensitive and is covered by FOI exemption(s) and whose closure has been approved by the

	Secretary of State for culture, media and Sport on the advice of the Advisory Council on National Records and Archives (ACNRA)
Performance Improvement Plan	means a plan that recognises failures in delivery and identifies corrective action(s) and timeline(s) for each targeted performance area with assigned accountability.
Personnel	means the Personnel of the Supplier with whom the Contracting Authorities have entered into a Call Off Contract.
Place of Deposit (PoD)	means an appointed repository which holds certain classes of public Records which are not held at the National Archives.
Prejudice Based Exemption	means Contracting Authorities has to show that the prejudice or harm that is specified in the Exemption either would or would be likely to occur. If an Exemption is prejudice-based then Contracting Authorities must carry out the Public Interest Test. Requires judgement as to whether disclosure may cause a specific type of harm, for instance, endangering health and safety, prejudicing law enforcement or prejudicing a person's commercial interests Prejudice-based Exemption(s) only apply if a particular disclosure of information would prejudice the purpose of the Exemption. An example may be, but is not limited to: section 27 which covers international relations.
Project Manager	means the person in overall charge of the planning and execution of a particular project.
Public Interest Test	means the Exemption is Qualified, the public authority must weigh the public interest in maintaining the exemption against the public interest in disclosure. This test which enables decisions to be made on a case-by-case basis on where the balance between disclosing or withholding information lies.
Qualified	means officially recognized as being trained to perform a particular job
Qualified Exemption	means the public authority has to assess the balance of public interest for assessing the arguments for and against disclosure and determining where the overall balance lies: <ul style="list-style-type: none"> All Exemption(s) within FOI Act section 21-44 (including EIR section 39 and DPA section 40 (1) and (2) are listed within the Summary of FOI Act Exemption(s) table set out in Annex 3 - Record Status Table. All Exemption(s) under the Environmental Information Regulations (EIR) are Qualified Exemption(s) and are then called Exception(s).
Real Time (RT)	means systems that update information at the same rate as they receive Data.
Record	means any Contracting Authorities File, Document, Item, i.e. recorded information, in any form, created or received and maintained by Contracting Authorities in the transaction of its business or conduct of affairs and kept as evidence of such activity

	which is to be stored in the store as part of this Framework Agreement and subsequent Call Off Contract.
Records Archive	means the Contracting Authorities records store.
Record(s) Closure Date	means the date by which information shall remain closed until the Record is re-reviewed.
Redact (Redacted)	means the separation of disclosable and non-disclosable information by blocking out individual words, sentences, paragraphs or removal of whole pages or sections prior to release of a document.
Retained	means information deemed by Contracting Authorities as too Sensitive for transfer and not ready or eligible for transfer to The National Archives and will remain with Contracting Authorities following approval from ACNRA.
Retention Status	means the status for which the Record(s) have been determined.
Review Date	means a date which Contracting Authorities has stipulated as the date at which the review will take place.
Senior Sensitivity Reviewer (SSR)	means the Contracting Authorities Head of Archive or alternative representative.
Sensitive	means kept secret or with restrictions on disclosure to avoid endangering security.
Sensitivity Review	means the process of conducting the review of Record(s) to identify sensitive information.
Service Levels	means the Contracting Authorities specified Service Level linked to specific functions which the Supplier is required to undertake as part of the Contract..
Supplier Action Plan	means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance
Supplier Relationship Management	means the discipline of strategically and operationally planning for, and managing, all interactions with Suppliers that supply Goods and Services to the Authority via this Framework Agreement or Contracting Authorities via subsequent Call Off Contracts, in order to maximize the value of those interactions.
Supplier Sensitivity Reports	means a report to the Contracting Authorities Senior Sensitivity Reviewer detailing findings of each Record reviewed and recommendations for considerations. means reports undertaken by the supplier and provided to the Contracting Authorities' Senior Sensitivity Reviewer
The National Archives	Means the non-ministerial Government department who are the official archive and publisher for the UK Government and guardian of national document

Title (procedure)	Means the process of identifying Records containing information by reviewing Contracting Authorities Records by the Record name
Triage Sensitivity Review Service	means the process of conducting the review of Record(s) to identify sensitive information and reporting recommendation(s) to the Contracting Authorities
UK Bank Holidays	means all UK Bank Holidays which are detailed in the link below: https://www.gov.uk/bank-holidays

ANNEX 2: SENSITIVITY REVIEW PROCESS MAPS

Fully Managed Sensitivity Review service



Triage Sensitivity Review service



ANNEX 3

USEFUL INFORMATION:

The National Archives – Access to Public Records

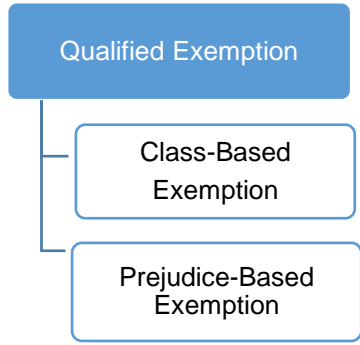
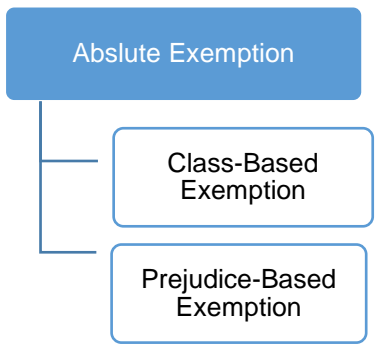


Personal and Sensitive Personal Information Links:

Legislation.gov	Conditions for fair processing	http://www.legislation.gov.uk/ukpga/1998/29/schedule/2 http://www.legislation.gov.uk/ukpga/1998/29/schedule/3
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Information Commissioners Office	Key definitions of the Data Protection Act	https://ico.org.uk/for-organisations/guide-to-data-protection/key-definitions/
	What is personal Data? – A quick reference guide Data Protection Act 1998	https://ico.org.uk/media/for-organisations/documents/1549/determining-what-is-personal-data-quick-reference-guide.pdf
	Processing personal Data fairly and lawfully (Principle 1)	https://ico.org.uk/for-organisations/guide-to-data-protection/principle-1-fair-and-lawful/
	What are the Environmental Information Regulations?	https://ico.org.uk/for-organisations/guide-to-the-environmental-information-regulations/what-are-the-eir/

Absolute Qualified, Class - Based and Prejudice - Based Exemption(s) Diagram



Closure Periods



Record Status

<u>Record status – post Sensitivity Review</u>	<u>Meaning of the Record status</u>	<u>Synopsis required</u>
Open with no FOI Exemption	All content within the Record is made available to the public.	State all information is to be released to the public.
Open with FOI Exemption	All content within the Record is made available except specific area(s) where FOI Exemption(s) apply.	State what has been Restricted, why and what Exemptions may apply
Closed with FOI Exemptions	All content within the Record is Closed as FOI Exemption(s) apply. The Record shall be transferred to TNA but the Record content shall not be re-reviewed and/ or released to the public until a specific date agreed between Contracting Authorities and ACNRA.	State what the Exemption(s) support the information Retention and the reason(s) why.
Retained by the Contracting Authorities	The content of the Record is considered too Sensitive for transfer and therefore to be Retained by Contracting Authorities department. The Record shall be Sensitivity Reviewed again at a date agreed between the Contracting Authorities and ACNRA.	State which Grounds for Retention 1-7 apply and the reason(s) why they apply.
Closed and/ or Open with partial Record Retained	Closed with partial Record Retained means some of the content is Retained as too Sensitive for transfer, but FOI Exemption(s) Close the whole Record for a specific period of time before a further Sensitivity Review shall take place. Open with partial Record Retained means the Record is made available to the public, except specific area(s) which are Retained.	State which part(s) of the Record has may be Closed, Open and Retained, what Exemption(s) are why they may apply

Subject Matter(s) Examples

Politics	Science	Human Resources
Data Protection	Social Science(s)	Foreign Policy
Environmental Health	Economics	Military History
Human Rights	Accountancy	Legal (various)
Defence	Intelligence	National Security

ANNEX 4

Consumable Items:

Cotton Tape	The Supplier shall provide Cotton Tape to Contracting Authorities
Chinagraph Pencil	The Supplier shall provide Chinagraph Pencils to Contracting Authorities
Plastic Ended Tags (12mm)	The Supplier shall provide Tags to Contracting Authorities
Archival Tube 10" Diameter	The Supplier shall provide Archival Tube to Contracting Authorities
Acid free envelopes	The Supplier shall provide Acid Free Envelopes to Contracting Authorities
Bubble Wrap	The Supplier shall provide Bubble Wrap to Contracting Authorities
Corrugated Cardboard 450mm x 75m	The Supplier shall provide Corrugated Cardboard to Contracting Authorities
Euro Pallet	The Supplier shall provide Euro pallets to Contracting Authorities that fit the Euro pallet specification
British Standard Pallet	The Supplier shall provide British Standard pallets to Contracting Authorities
Elastic Bands	The Supplier shall provide Elastic Bands to Contracting Authorities
Shrink Wrap	The Supplier shall provide Shrink Wrap to Contracting Authorities
Parcel Tape	The Supplier shall provide parcel tape to Contracting Authorities
Box (Small)	The Supplier shall provide boxes to Contracting Authorities
Box (Medium)	The Supplier shall provide boxes to Contracting Authorities
Box (Large)	The Supplier shall provide boxes to the Contracting Authorities
Polyester enclosure (also known as Poly Pockets)	The Supplier shall provide Polyester Enclosures to Contracting Authorities
Photocopying Paper	The Supplier shall provide Photocopying Paper to Contracting Authorities
Photocopying Documentation	The Supplier shall photocopy the Contracting Authorities Record(s)
Biro pen (black)	The Supplier shall provide biro pens to Contracting Authorities
Self-adhesive note pad	The Supplier shall provide self-adhesive note pads to Contracting Authorities