

your partner to working alongside you, and to do this well, we understand the importance of a supported and cared for team. The work we performed with you on Vaccines, for example, involved at times a 7-day a week service, our team members being available and working during over the Christmas and New Year period when normally we break, and long hours. We were successful working with you because we took – and we will continue to take - the wellbeing of our colleagues very seriously.

We are proud of our Board-approved Wellbeing strategy which spans four dimensions of wellbeing: mental wellbeing, preventative healthcare, financial wellbeing and supporting working families. Providing extensive services across these four pillars ensures that we're able to support all colleagues, including those in the contract workforce, at whatever stage of their life they are at.

Summary of wellbeing support and services

<p>Mental wellbeing</p> <ul style="list-style-type: none"> • BeWell – 24/7 confidential support service for information, counselling and practical advice • Stronger Minds – access to counsellors and psychologists (through PMI) • BeMindful network; colleague-led network to support a mentally healthy KPMG • Staying Connected network to 'buddy' up colleagues who are experiencing loneliness or missing forming new connections/networks • Bereavement and Grief toolkit launched in association with BITC • Mental Health Awareness Week – scheduled programme of masterclasses from healthcare professionals • Portal content covering managing pressure, spotting depression, stress, sleep, loneliness, coping with change and PTSD • Learning content to help colleagues understand and talk about mental health at work 	<p>Preventative healthcare</p> <ul style="list-style-type: none"> • Access to Unmind app - focused on prevention of poor mental health, empowering users to measure, understand and improve own mental wellbeing • Access to Kaido app - portal of wellbeing content (kicking caffeine, gratitude, positive sleep patterns, beating sugar cravings). Colleagues form teams to make healthy habits over 6 week challenge period • Mental wellbeing learning support - Helping colleagues to learn to recognise the signs of stress or other indicators of mental ill health • Private medical insurance • Remote GP (Babylon) • BeWell Employee Assistance Programme • Health at Hand nurse advice line • Health Gateway Online information portal • Access to Occupational Health service and advice and workplace adjustments • Eye care vouchers
<p>Financial wellbeing</p> <ul style="list-style-type: none"> • Group income protection scheme – provides replacement income during long-term absence from work due to illness or injury • Life assurance – the firm provides cover which can be flexed up or down through our flexible benefits system • Critical illness cover – a flexible benefit available through our flexible benefits system • KPMG's preferential banking benefit through two banks • Corporate discounts platform • Special leave code for colleagues who are unable to work their contracted hours due to caring responsibilities • Financial toolkits on our Health & Wellbeing portal • 'BeSupported' platform content on managing money, saving, debt advice, pensions and wills and probate advice 	<p>Supporting working families</p> <ul style="list-style-type: none"> • Special leave code for colleagues who are unable to work their contracted hours due to caring responsibilities • Families Networks; colleague-led network to support KPMG colleagues to manage successful personal and professional lives • Empowering Parents portal including family related policies and processes, internal coaching, support networks and stories from colleagues • Back up dependent care; access to funded emergency care • Access to BeWell for spouses, partners and family members who live with colleague (>16 years) • Domestic violence and abuse policy statement • KPMG membership to CityParents network giving free access to their webinars

All the facets of KPMG's extensive Health & Wellbeing services referred to in this document, will be reiterated and reinforced to the contract workforce at the start of the contract by the Engagement Leader. The team will be asked to confirm that they understand everything that is available to them and be encouraged to ask for support, where needed, throughout the project lifecycle. We'll also ensure there's a direct link to resources on any confidential project sites, so information is readily available to the team.

Our process to implement and measure our commitment the team

During mobilisation, we'll hold a "Project Health & Well Being" workshop where KPMG's open-door, transparent, and listening culture would be reiterated to the team. The team would have the opportunity to raise initiatives to implement during the lifecycle of the project. As part of this commitment, we would involve client colleagues and share our experiences as part of our integrated team approach. We'll hold quarterly "Review and Reflection" sessions to bring the group together to discuss what is or isn't working well on the project from a Health & Wellbeing perspective.

As a minimum, we would put the following processes in place:

- **Weekly 'pulse' survey** to monitor team health and wellbeing. The team will be asked 3-5 questions (to be compiled and agreed by them collectively) to gauge how they're feeling and whether they're getting the support they need to remain happy and healthy throughout the lifecycle of this project. Given the relatively small size of the contract team, this would be collected on an anonymous basis to ensure that personal information is protected and that colleagues respond truthfully. Collective ratings would be responded to accordingly.
- **Weekly "drop in" sessions** with the Engagement Leader for colleagues to raise any concerns or support needed, for example, more flexibility to deal with childcare or needing to buddy up with colleagues due to isolated (Covid) working etc.
- **Fortnightly "Stay Connected" sessions** to focus on specific topics and invite guest speakers. These sessions will be open to both our project team and others on the programme. Examples of topics we think could be beneficial are Mindfulness; Dealing with anxiety; Importance of sleep; Drop-in sessions for parents; Creative in the kitchen; Bring your pet to work; Coffee roulette and challenges focused on food and exercise.

How we monitor and report our staff's health and wellbeing

As a firm, we receive regular reporting from our healthcare providers in terms of services accessed, categorisation of illnesses and SLA adherence. We also produce monthly Wellbeing and Sickness MI for our Leadership Committees. As previously detailed, we also regularly monitor the trends in our engagement surveys to identify areas where we need to focus more activity or change our strategy.

From an Inclusion, Diversity & Social Equality perspective, we've set specific representation targets across a broad range of protected characteristics, including disability. We first set a target on this back in 2014 and have been reporting on the firm-wide representation within our annual review ever since. In our latest annual review published in February 2021 we reported that we currently have 7.1% of colleagues who have told us they have got a disability or long-term condition. We also published our disability pay gap for the first time as part of our pay gap report.

Our reporting approach encompasses many of the principles set out in the Government's voluntary reporting on disability, mental health, and wellbeing guidance. As a business we're involved in consultation groups into the framework as part of the Disability Confident Business Leaders Group with our senior sponsor for Disability and mental health, [REDACTED NAME] UK Board member and vice chair at KPMG representing KPMG and the professional services sector on the group. We also referenced the reporting framework in our 2019 review of Leading from the front – disability and the role of the board.

How colleagues can “Speak Up” if there is an issue

We have a variety of ways in which colleagues can speak up – and information on these routes is available in our Speak Up app which is available on all company mobiles. The main two routes for a colleague to Speak Up are through an Ethics Champion or via our Speak Up Hotline. Our Ethics Champions are a nationwide network of trusted colleagues spread throughout our offices, who will listen without bias or judgement to concerns colleagues have relating to unethical working practices or where someone isn't living Our Values.

Our awards

KPMG is proud that our work in this area has achieved high profile external recognition. We've highlighted some awards below, however, please see this external link to our full list of awards. Awards (kpmgcareers.co.uk)

We also work with a variety of specialist diversity organisations, many of whom recognise our work as a leading practice including Business Disability Forum and Mind.

2020 – Awarded Disability Confident Leader status for a further 3 years from the Department for Work and Pensions (DWP)

2019 – MIND Workplace Wellbeing Index Silver Award

2018 – Business Disability Forum's Disability Smart Awards – 'Influential business of the year'

Case study: Well-being support

During our support on the Nightingale Hospitals, we quickly had to mobilise an experienced team who were delivering against a tight timeline, during a time of uncertainty and instability for many. We acknowledged from the offset that this team would need additional support to ensure their health & wellbeing was considered.

As a result, the following initiatives were developed for a bespoke wellbeing package:

- Specialised resources which were grouped together for ease of access
- Debrief sessions allowing individuals to share their experiences and speak about their work/life balance
- Access to professional supervision
- Regular temperature checks throughout the engagement
- Access to follow up support if it should be needed

Continuous professional development and training of staff

Firm wide professional development and learning opportunities

Ensuring our employees have the skills and capabilities they need to do their job well has always been a key priority. To support our colleagues, employees have access to training to gain the right skills and deliver high quality on a regular basis. We invest heavily in professional training at 10 days per annum per person. We also provide a range of formal and ad hoc training courses, professional qualifications e.g. CIMA, and internal courses. Many of our courses are compulsory and all of these are specific to the person's role. Formal courses cover technical skills (e.g. advanced data modelling, data visualisation tools, finance cost optimisation etc.) and more generic skills (e.g. report writing, project management, and stakeholder management skills). We also provide our staff exposure to live projects by taking them to appropriate client meetings at no charge to clients. Our professional training courses and ad-hoc training modules will be available to the whole team for



the duration of the programme, and we will regularly encourage colleagues to take advantage of these continuous learning opportunities in our weekly team calls.

Learning as a team

Before work commences, we would propose running a “bootcamp” for the day with both KPMG and SCIE team members that would cover training on the methodology to be followed to allow for questions and ensure they have the knowledge and skills they need to be within the role. This training would be made available for any new members joining the team and would be refreshed as we moved into different phases of the programme.

Keeping on top of policy changes is a team effort. We encourage everybody in the Infrastructure, Government and Health team to keep an eye out for changes which could affect our clients, and to share their information, ideas and concerns using dedicated channels such as our internal portal, sector-specific workshops and training days. Our team members run regular sector briefings to ensure that we are kept up to date with the latest trends to ensure we are constantly learning and adjusting our techniques.

It is also important that within a team we are regularly sharing good practice and insights. Where something has worked well, or someone has specific insights and knowledge, we will ask them to present during a short slot in our internal project team meeting. This allows the rest of the team to learn and build on their skills and knowledge.

In the unlikely event that there is an issue with absenteeism or required team changes, we have tested processes which mean a timely and seamless resolution will be put in place. Our robust approach to programme management means that key documents, decisions and actions are recorded enabling handover should that ever be required.

Absenteeism

Identifying – At the beginning of the engagement, the engagement manager will establish specific goals with team members, in line with their agreed roles. As part of this goal setting activity, expectations will be set around attendance, quality, behaviours and communication. The engagement partner and manager will review all team members’ performance regularly together with you, to detect and prevent underperformance, which will include regular and unspecified absences. If you have issues with a team member’s attendance, we’ll begin our In-Flight Review (IFR) process. This involves an independent KPMG Quality and Risk Partner, or agreed external reviewer, conducting a quality review of our performance and getting your feedback to understand the scope of the issue.

Responding – The engagement partner will speak to you and agree how we’ll remedy regular absenteeism should it arise. For example, through:

- Greater individual support both in relation to the programme, and externally if the individual is experiencing personal issues causing their absences. This will include regular reviews to monitor improvement and escalate concerns;
- Removing the staff member from the engagement and finding someone more suitable, at no additional cost; or
- Replacing or supplementing a sub-contractor (SCIE), triggering the Continuity Plan, if appropriate.

The engagement lead will escalate any significant issues to the client lead partner.

Sub-contractor management

We regularly review our sub-contractors – whether there is a problem or not – to check they're still doing a good enough job to remain in our sub-contractor network. Instances of good and bad performance identified in the In-Flight Review or during engagement closedown go into our Global Risk and Engagement management Guidance system (GREG) to make sure we learn any key lessons. Any experiences with absenteeism that arises from our SCIE will be deleted with through the same steps as we have outlined above, but whilst including necessary representation from SCIE.

Replacement of key staff

Where team members need to be replacement due to business or personal reasons, we will ensure we follow the agreed approach for resource changes, as identified during mobilisation. We have experience of doing this quickly and efficiently, so this will always be our priority, however, if you have considerations like a notice period, or you would like to read the CV's of replacement candidates, we can ensure we follow your preferred way of working.

Where a replacement is required, our initial team member will be required to give a thorough hand-over, including an introduction to key stakeholders, sharing important documents and articulating the key deliverables for the individual taking over. As a programme team, we will also ensure they receive an introduction to project, any on-boarding materials, time with our Social Care and Health specialists and ideally an opportunity to shadow their team member on their workstream and work in parallel with them until a final switch is made.

D 1

Climate Emergency Response



© 2021 KPMG LLP, a UK limited liability partnership and a member firm of the KPMG global organisation of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee. All rights reserved. **KPMG Classification: KPMG Confidential**

Climate Emergency Response

Introduction

The commitment Scotland has made to reduce emissions of all greenhouse gases to net-zero by 2045, will be driving change across government and organisations in Scotland. The meeting of this target and its interim states requires a collective effort from all, ensuring conscious decision making on issues which impact climate change, holding accountability for setting and meeting both internal and external targets, being mindful of organisations within your supply chain and ensuring they hold the same value and importance towards key issues as you do.

We understand the importance of meeting your milestones on the road to a Net Zero ambition and are currently on the same journey ourselves. A useful Carbon Management Plan outlines both a baseline from which to drive change, and also clear SMART targets and milestones towards your Net Zero ambition. We have familiarised ourselves with the current Scottish Government plans and targets across the upcoming years and would welcome the opportunity to discuss these with you in more detail, sharing ideas and aligning our priorities.

Net Zero Programme Delivery

At KPMG, we have made a commitment to becoming net zero across the UK by 2030, so we understand the need to drive changes across our business in order to reach our targets. Our plans to achieve this include:

- Using 100% renewable energy by 2025
- Switching to renewable gas by 2030
- Engaging with 100+ suppliers to reduce their emissions
- Reduction on business travel
- Becoming a zero-waste business

One key action we have taken is to monitor the environmental impact of our contracts, and we can assure you that our delivery of this work will be in line with our commitment, delivering the NCS with the minimum carbon footprint possible.

We have outlined the measures we are taking to help us to do this below.

Sustainable Working Policy

From the beginning of the engagement, we will outline a Sustainable Travel Policy for our people and our subcontractors. We will use collaborative technologies such as Microsoft Teams wherever possible, only travelling for necessary business matters. **We anticipate the vast majority of our work taking place remotely** with our leadership team of [REDACTED NAME] and [REDACTED NAME], and other key members of our team, based in Scotland and so able to support in-person meetings without excessive carbon consumptions.

Our Sustainable Procurement Programme

We understand how important it is for Scottish Ministers to do business with responsible suppliers who hold the same set of priorities around a sustainable and fair environment within Scotland. One



of the reasons we understand this so well is because we also take our responsibility for selectively choosing the organisations within our supply chain and procurement processes very seriously.

Before on-boarding SCIE as a partner for this engagement, we have ensured that they meet our standards required through the Sustainable Procurement Programme, where we operate a risk-based approach to sustainability, evaluating the environment impacts of the services we buy and seeking to address them. In addition, their credentials around environmental considerations have been reviewed and they also have a sustainable working policy which means collectively we are working towards the same goal of ensuring our carbon footprint on this programme is kept to a minimum. Finally, SCIE will also be reviewed against our Environmental, Social and Governance criteria alongside any key KPI's which hold them and their supply chain to account around their carbon footprint.

E-Waste

Another area we would be keen to establish a target in is around e-waste, in line with our commitment for zero avoidable waste by 2030. Where appropriate, this would include consolidating deliveries, avoiding single-use products, prioritising reusing, reducing and repairing items, going paperless and limiting food waste at contract events. With limited exceptions, meeting and workshop materials will be digital first and agendas will be designed with waste management in mind, recycling any paper materials we use.

Net Zero by 2030

At KPMG, our commitment to the Environment and Sustainability is part of our wider Corporate Responsibility. We are committed to becoming a Net Zero business by 2030 across our entire value chain, and to help achieve this, in June 2020 KPMG in the UK became the first of the Big Four to set Science-Based Targets – a tailored carbon reduction target, proportionate to size, current emissions profile and growth strategies and in line with the Paris Agreement to limit global warming to below 1.5 degrees. Our work with the Scottish Government will be directly aligned to these targets and metrics, giving you confidence that our collaboration is within the net zero envelope.

Our environmental policy has two goals:

- 1 Minimising our consumption of natural resources and wastage of materials; and
- 2 Increasing awareness of good environmental performance for our people, suppliers, and clients.

We have made great strides across the last 10 years to move towards our 2030 Net Zero ambition, resulting in recognitions of the highest standard.

- We have been recognised as a leader on sustainability, with our environmental work winning awards like the Environmental Leadership Award, BITC Big Tick and achieved Platinum Plus status in the CR Index.
- Our Environmental Steerco has achieved to date, a saving of 8.4 million air and car miles, and using 85% renewable electricity – helping us save 73,000 tonnes of CO2 emissions since 2001, with an aim to reach 100% by 2024.
- KPMG UK was the first of the Big 4 to have our Environmental and Energy Management System (EMS) certified to ISO14001, and we are also certified to the ISO50001 international energy standard.

Waste in our Time

As part of our commitment to minimising consumption and waste, we launched our 'Waste in our Time' plastic reduction programme in March 2018. Since then, we have given all KPMG employees



metal water bottles, replacing the need for over 3 million plastic cups per year. Through our award-winning campaign, we have removed over 8 million items of single use plastic per year from our operations (as of December 2019). We have also removed all paper hand towels from a number of our offices.

The transparency of our environmental reporting has been recognised by CDP, a not-for-profit charity that runs the global disclosure system for investors, companies, cities, states and regions to manage their environmental impacts. They gave us an 'A-' rating for our 2019 Climate Change Disclosure, which places us in the top 4% of over 8,000 organisations.

Enabling our supply chain

We also understand how our own supply chain accounts for a significant proportion of our firms environmental footprint, and we know we have a responsibility to help out suppliers, working collaboratively to share best practice and ways of working. We encourage our strategic suppliers to measure, report and reduce their carbon emissions by working with CDP and have seen year-on-year improvement in CDP participation rates for our suppliers. In 2020, we were named on the CDP Supplier Engagement Leader board, recognising our efforts to reduce carbon emissions and minimise energy consumption throughout our supply chain.

Through our partnership with CDP, we offer support to help suppliers reduce their footprint through sharing best-practice, facilitating roundtables, workshops and webinars for organisations in our supply chain. These have covered: the importance of reducing emissions; what good reporting looks like; and the approach to setting science-based targets. We also facilitate events for suppliers and industries that need extra support – for instance, in 2020, we brought together suppliers from across the hotel industry to share ideas on the collective action they could take to tackling the environmental impact of their sector.

What have we achieved in Scotland?



Our commitment to supporting you with your targets

We have outlined how our delivery of this contract will support you with Scotland's ambition of being Net-Zero by 2045. We also have outlined our own internal policies and targets about sustainability and our Net Zero ambition. Finally, we want to outline how we can use our experience and knowledge of increasing sustainability across our business, our suppliers, and our clients, to support you in meeting both your internal and external targets around a reduction in energy consumption.

Supporting the National Care Service to drive a net zero Health and Social Care system

We have set out in our response to your query about innovation, our proposal to hold a full day working session with you to explore the current carbon footprint of the Health and Social Care system and how the different future Target Operating Model options could both drive, and be judged by, their contribution to carbon reduction.



Maintaining environmental policy alignment

As part of our regular engagement review process, we will consider any new environmental legislation that the Scottish Government has published, and these will act as the governing principles in our work with your teams. We are also immersed in current and emerging legislation through our work on climate adaptation with BEIS, central and regional government, the NHS, and the private sector on sustainability. This means we are not just informed on new and updated legislation, but we have often helped to shape it.



E1

Community Benefits



© 2021 KPMG LLP, a UK limited liability partnership and a member firm of the KPMG global organisation of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee. All rights reserved. **KPMG Classification: KPMG Confidential**

Question E1: Community Benefits

Introduction

We believe contributing to the social, economic, and environmental well-being of the people of Scotland is a collective responsibility and we welcome the opportunity to use this contract to generate specific Social Care related initiatives and opportunities for the benefit of Scottish communities.

Our commitments below span across national and local initiatives all centred around putting the people of Scotland first. Whilst we will continue to drive forward a range of initiatives currently underway focused on social value in Scotland, the suggestions for driving additional community benefits below have been developed solely around the priorities aligned to the NCS.

Our approach has focused on three initiatives outlined below:

- 1 [Driving employment opportunities for people from disadvantaged groups](#)
- 2 [Social Care focused volunteering opportunities](#)
- 3 [Disability and Carer spotlights](#)

Our proposals have been suggested below but we will work through the detail with you should we win the contract. Our stakeholder consultations may also highlight areas we could look to support on, and we will adopt an agile approach to try and remain responsive to the outcomes and insights of this programme.

[How our proposals will drive outcomes](#)

Bespoke Community Initiative	Outputs	Alignment to National Performance Framework Outcome
1. Bespoke pathway into KPMG for disadvantaged groups	<ul style="list-style-type: none"> • 5-10 ENABLE members have attended a tailored work experience session at KPMG. • ‘Pathway in a box’ style approach drawn out, including lessons from our work experience. • Approach shared with other organisations and government departments to increase the reach of work experience opportunities. 	<p>People are well educated, skilled and able to contribute to society and Tackling poverty by sharing opportunities, wealth and power more equally</p> <ul style="list-style-type: none"> • The experience can act as a input into their CV, hopefully playing a part in securing a job in the future and contributing to society. • Work experience at KPMG is not necessarily accessible to everyone given the usual educational criteria or experience required. This initiative would extend the opportunity beyond the traditional boundaries.
2/ KPMG employees to support school workshops	<ul style="list-style-type: none"> • Tailored workshop sessions focusing on the finance industry 	<p>People are well educated, skilled and able to contribute to society</p> <ul style="list-style-type: none"> • The videos allow us to educate children about employment in the finance industry.

Bespoke Community Initiative	Outputs	Alignment to National Performance Framework Outcome
	<ul style="list-style-type: none"> Children across S5 and S6 in schools across Scotland to understand more about the finance industry 	<ul style="list-style-type: none"> These videos could also spark an interest around career options for children in the future.
3. Volunteering with ENABLE SCOTLAND	<ul style="list-style-type: none"> 20 volunteers to support ENABLE members with a variety of fundraising activities. Money to be raised as a result of fundraising 	<p>People live in communities that are inclusive, empowered, resilient and safe</p> <ul style="list-style-type: none"> Volunteers partnering up with ENABLE members shows our commitment to inclusivity within the community. Fundraising with members allows us to empower and support them.
3. Volunteering days	<ul style="list-style-type: none"> Develop a suite of volunteering opportunities with you, focusing on your priorities and support key charities and causes focusing on social care. Volunteer hours delivered to individuals within the bottom 25% of the Scottish Index of Multiple Deprivation. 	<p>People respect, protect and fulfil human rights and live free from discrimination</p> <ul style="list-style-type: none"> Although the volunteering opportunities may focus more on education or employment, individuals are volunteering their time to show respect to individuals receiving and providing care, to advocate and support these individuals and how their commitment to a Scotland free from discrimination.
4. Disability and Carer Spotlight	<ul style="list-style-type: none"> Spotlight sessions delivering across a range of topics educating colleagues and sharing lived experiences. People with experience of care receiving the platform and space to share their knowledge and experiences. 	<p>People respect, protect and fulfil human rights and live free from discrimination</p> <ul style="list-style-type: none"> We hope through educating people, that we can play a part in protecting human rights and reducing discrimination. The sharing of lived experiences can foster respect for the sector and individuals through personalising what Social Care means.

Please find further detail for each of our initiatives below.

1. Driving employment opportunities for people from disadvantaged groups

ScotlandAbility is our internal KPMG-led ability network. It is a cross-organisational forum which brings government, companies and other organisations together to talk about the important issues surrounding disability and long-term health conditions in the workplace. Working with government representatives to support national initiatives, our mission is to connect businesses and colleagues

to share experiences, best practice and ideas and capitalise on this knowledge to support others on their journey to become more disability confident and inclusive.

Given the importance we put on an inclusive and fair environment for all our colleagues and the community, we had been engaging with ENABLE Scotland, however limited progress was made due to pandemic disruptions. ENABLE's mission is to create an equal society for every person with learning difficulties. They support individuals through their work with local authorities, cross country memberships and fundraising activities.

We propose to use the impetus and focus of this programme of work to build on this relationship and deliver something new and targeted to drive community benefits, targeted at some of the groups for whom that the National Care Service aims to deliver improvements.

Bespoke pathway into KPMG for disadvantaged groups

We will work with Enable Works Workplace Inclusion team, to map out a range of work experience opportunities for individuals with disabilities, those who have long-term conditions or who are care experienced. Initially we would look to develop and offer a variety of options for individuals, ranging from a tour of the office and a meet and greet session, for individuals with learning disabilities to find out a little about what we do at KPMG, through to something more structured and capability focused.

We have made a commitment to map out a range of work experience opportunities which we will discuss with you when we land on the engagement. This will allow for flexibility in our approach, allowing you to share ideas and help shape what the opportunities could look like.

In addition to offering work experience opportunities at KPMG, for the longer, structured opportunities, we would like to harness the knowledge and experience of individual's joining us to collectively problem solve a chosen Social Care issue, developing tangible insights and solutions which we will present back to you. In addition to the ENABLE members on work experience, this session will include some of our NCS team and leadership, colleagues from the young careers committee and ScotlandAbility. We would also be open to agreeing with you the issues you feel would be useful to discuss and problem solve collectively within the proposed session.

We propose that we would offer at least three different options of work experience to appeal to a range of individuals. We would also like to provide work experience opportunities to between 5-10 people at a minimum but are open to discussions around higher volumes. We would measure impact through asking individuals what was useful and how these experiences can practically support them, collating their feedback to share with you and also making improvements for future work placements. We would also ask ENABLE to share updates if participants secure employment in the future.

In addition to our proposal above, we would like to use the work placement model and our working relationship with ENABLE to produce a pack which outlines an approach, a 'pathway in a box' style solution, which ENABLE could then use with other organisations who could also offer work placement opportunities to their members. This pathway could also be something we support you to implement within Scottish Government and other government departments. We would be happy to talk through our experiences and learnings if you would be interested, further down the line.

By developing an approach which can be replicated across government and other organisations, it increases the impact and opportunities for individuals. We as a single organisation would only be able to offer a number of work placements, but if this approach was replicated across other firms, we would be increasing the number of individuals who can benefit from this opportunity. We would monitor the use of the approach with other organisations and track and maintain the number of organisations who have used this model, the number of participants and additional career related information and feedback which highlights the impact this experience had.



Our aim is to provide opportunities which support to reduce the inequality in the labour market, and support other organisations to do the same, which we have seen has been heightened throughout the pandemic, outlined as a key risk in the Scottish Budget 201 -2022 Equality and Fairer Scotland paper.

KPMG employees to support school workshops

Our second proposal involves KPMG colleagues partnering with ENABLE Works to adapt their school workshops, focused on developing careers in the finance industry for ENABLE Works Stepping Up beneficiaries in over 100 schools across Scotland. These workshops will be recorded and shown to 250 young people in S5 and S6, with the hope to increase their understanding and confidence of a career in financial industries.

KPMG colleagues would participate through planning, scripting, and recording a single video that could be scaled across the Works Stepping Up programme. This would not require in-person support, so should we find ourselves in a lock-down or facing other restrictions, we feel confident that we would still be able to deliver these workshops. We would ask teachers for feedback on how the students found the information, give the children surveys to note their feedback and ask ENABLE to record participants, schools and any other data.

This initiative supports the need to drive for a fair and equal Scotland. Videos can reach schools in hard-to-reach areas, and provide children with an insight into financial industries who otherwise may not have had access to the industry.

Volunteering with ENABLE Scotland

We propose a minimum of 20 colleagues will volunteer across a range of ENABLE Scotland events throughout the lifecycle of this engagement, across Aberdeen, Glasgow and Edinburgh. Our colleagues will support with facilitation on the day and engage with 15 ENABLE Scotland members with learning difficulties to participate and fundraise through a buddy scheme. An example activity could be walking with the ENABLE member at a KiltWalk or supporting them through another fundraising activity.

All KPMG colleagues have 6 volunteering days across the year, and this would provide them with an opportunity to use 1 of these days support ENABLE members. We would measure our impact through recording the number of volunteers who support ENABLE members, the amount of money raised through fundraising and any feedback received from the individuals supported.

2. Volunteering days

We have always valued the importance of giving back to our local communities through initiatives to support the disadvantaged and under representative groups. That is why each colleague employed by KPMG has 6 volunteer days a year to spend on supporting initiatives they are passionate about.

That is why as part of our Community Benefits proposal for this engagement we want to suggest utilising a proportion of the volunteering days from the team on specific initiatives which benefit a range of communities in Scotland through Social Care related activities.

Early on within the engagement, we suggest working with you to agree a charity partners and organisation that each team member can choose from in relation to their spend of their volunteering days. We will come with a range of suggestions to share with you, but we want to ensure we align to your priority areas and give you an opportunity to shape this initiative with us.

As part of the Scottish Index of Multiple Deprivation, specific data zones have been identified as being 'deprived' which in this context relates to people having a low income but it can also mean fewer resources or opportunities in relation to income, employment, education, access to services,



crime and housing. We would like the range of volunteering opportunities to focus on the areas which have been ranked within the first 1,744 out of 6,977 data zones, the bottom 25%. We appreciate that there is disparity within each data zone, but we believe this will allow us to focus our support on the areas which typically may lack access to these initiatives.

We have listed some examples around the type of support we could offer through these volunteering days.

- Working with a local mental health charity to support them with their business plans for increased funding to increase their community support.
- Working with organisations and charities to run a 1-day workshop for people with learning difficulties around employment skills: CV writing, transferrable skills, interview practice and day to day work skills.
- Volunteer at helpline centres to support with the calls that come through from individuals who require support.
- Working with social care charities and agencies to upskill their back-office staff on skills like PowerPoint, excel and communication tools.

The options above only touch on a few ways we could use our voluntary days, but we would be keen to explore further options with you and link into key charities and organisations you feel could benefit from our support. We have an experienced and community conscious team who are keen to use both their skill sets and time to support the people of Scotland.

For each voluntary activity a team member does, we would set out a clear set of objectives and outcomes which the individual would report against post completion of any activity.

For example, if a group of individuals decided to run a 1-day workshop for people with learning difficulties around employability skills, our objectives may read as below:

- 4 Deliver a workshop to a minimum of 10 individuals with learning difficulties, ensuring that they leave the session understanding the difference between a bad and good CV.
- 5 Each attendee of the workshop to have a first draft of a CV which includes their education details, previous work experience and an understanding of the industry they wish to be involved in.
- 6 To run mock interviews where each attendee leaves with a feedback form which summarises their strengths and areas for improvement.

We are happy to work with you to ensure our outcomes capture your priorities and are also presented in a way where you can easily refer back to the benefits derived as a result of our support.

3. Disability and Carer Spotlight

Beyond the team you will be working with, we have a huge number of colleagues who are interested in learning more about underrepresented groups and the hard work that individuals like carers (both formal and informal) put into looking after the community.

As part of our commitment to increasing community benefits bespoke to the priorities of the NCS, we are proposing a series of spotlight sessions featuring individuals and organisations who have experience of needing or delivering social care commitments. This provides individuals with lived experience a platform and opportunity to share their story, interact with the KPMG and a chance to educate and change people's views on Social Care.

We hope that spreading knowledge about what social care is and the many ways in which people interact with the variety of services throughout their lifetime will make individuals more understanding amongst colleagues and the community. In addition, we hope that introducing our colleagues to organisations who work in the social care space might lead to them being interested in volunteering their time to a related initiative, do further research about the key issues Scotland is facing, and spread their learning across family, friends and other government projects they are working on.

These sessions would also be open to your core team, to extend the opportunity to interact with a range of colleagues and organisations. These informal sessions will be held on a fortnightly basis and we would be happy to include any suggestions around key topics which your team would like to see included. We have outlined a few ideas for potential sessions below.

- 1 A session led by SCIE to share their experience in the sector
- 2 A session led by ENABLE to share their aims and ambitions
- 3 A session run by a KPMG colleague who is sharing their experience around balancing caring responsibilities and employment – We have a young carers committee

The impact of these sessions would be measured in the following ways:

- 1 Attendance at each session
- 2 Speaks with lived experience in Social Care who have been given a platform to present their experiences to colleagues
- 3 Feedback will be gathered from participants around their learnings and what they find to be useful
- 4 We will monitor whether there have been interactions between the charities and individuals who have led each session. For example, if a colleague volunteers at a charity which share their experience during the session.

F 1

Fair Work First



© 2021 KPMG LLP, a UK limited liability partnership and a member firm of the KPMG global organisation of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee. All rights reserved. **KPMG Classification: KPMG Confidential**

Fair Work First

The Scottish Public Sector is committed to the delivery of high quality public services, and recognises that this is critically dependent on a workforce which is well-rewarded, well-motivated, well-led, has access to appropriate opportunities for training and development, is diverse and inclusive, and can influence decision making. These factors are also important for workforce recruitment and retention, and thus continuity of service delivery.

Public bodies in Scotland are committed to applying the [Fair Work First](#) criteria in their own organisation and in publicly funded supply chains. [Fair Work First](#) is the Scottish Government's policy for driving good quality and fair work in Scotland.

Through this approach, the Scottish Government, and its public sector partners, are asking bidders to describe how they are committed to progressing towards adopting and how they intend to continue embedding the five Fair Work First criteria:

- appropriate channels for effective voice, such as trade union recognition;
- investment in workforce development;
- no inappropriate use of zero hours contracts;
- action to tackle the gender pay gap and create a more diverse and inclusive workplace; and,
- providing fair pay for workers (for example, [payment of the real Living Wage](#)).

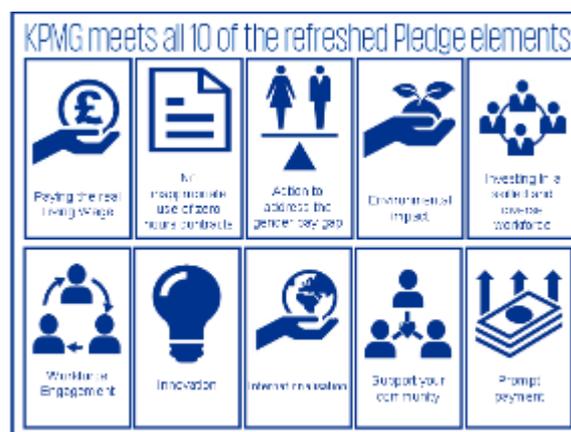
In order to ensure the highest standards of service quality in this contract we expect suppliers to commit to progressing towards adopting the five Fair Work First criteria in the delivery of this contract as part of a fair and equitable employment and reward package as a route to progressing towards wider fair work practices set out in the [Fair Work Framework](#).

Please describe and demonstrate how you will commit to progressing towards adopting the five [Fair Work First](#) criteria for workers (including any agency or sub-contractor workers) engaged in the delivery of this contract. This should include current and planned actions that show how you will embed these practices during the lifetime of this contract. Answers should include tangible and measurable examples and should also describe how you will report on, and demonstrate progress, to the contracting authority during the lifetime of the contract.

Good answers will reassure evaluators that your company is committed to progressing towards adopting the [Fair Work First](#) criteria and to progressing towards wider fair work practices set out in the [Fair Work Framework](#) for the workers engaged in the delivery of this contract and those in the supply chain working on this contract.

KPMG agrees entirely with the principles of 'Fair Work First' and was one of the early signatories to the Scottish Government's 'Scottish Business Pledge' – a voluntary commitment to embrace the principles of fairness, equality, opportunity and innovation. This pledge encompasses all the requirements of the Fair Work First practices: that work must offer all individuals an effective voice, opportunity, security, fulfilment and respect.

We were closely involved in the recent refresh of the Pledge and, as a member of SG's new Business Leadership Group, we have promoted the refreshed Pledge across the business community – including new elements on gender pay and environmental impact. We meet all of these pledges.



We have set out below in more detail how we have committed as an organisation to the adoption of the Fair Work First criteria you have specified as a firm and how this will apply to both our own team and our colleagues from the Social Care Institute for Excellence (SCIE) on this programme.

1. Appropriate channels for effective voice, such as trade union recognition.

Our firm commitment

We have a number of channels for effective voice. Our Employee Business Forum consists of staff representing all grades, functions and office locations. Its role is to represent employees and their issues to the senior leadership. We have structured counselling allowing employees to talk openly.

We also have a number of 'Shadow Boards', covering our senior leadership governance in areas such as Infrastructure, Government and Health (IGH) and for our Scotland region. These Shadow Boards are representative groups that are made up of staff members of different grades, service lines and office locations. Reporting directly to the leadership team, they provide input on key strategic, risk and operational matters and a connection between some of our more junior teams and our leadership. They also provide a development opportunity for our people. For example, two members of our proposed team on this engagement have both served on the Shadow Board:

"I have had the pleasure of chairing the IGH Shadow Board for the past year. Working closely with the IGH leadership team, we have supported them in driving forward key priorities that emerged from our UK People Survey and launched new Inclusion and Diversity initiatives, such as running fortnightly 'Lean In Circles' where women of all grades across the business meet to discuss topics such as 'Coping with Covid-19 anxiety', 'Communicating with Confidence', and 'Personal Strengths', and launching monthly lunch and learns that have focused on topics such as 'LGBTQ+ inclusive leadership'. Based on colleague feedback, we also launched a Wellbeing workstream to input to the development of a wellbeing tool that is now used on all projects. It has been an immense privilege to represent the voice of the wider colleague group in partner meetings, advise the leadership on specific questions and policies and supporting colleagues in starting new initiatives that have contributed to improving overall staff satisfaction scores and ensuring that KPMG is a great place to work for everyone"

[REDACTED NAME] – IGH Shadow Board Chair

Applying this principle to this programme

Our teams perform best when they are informed, engaged and valued. We run our programmes inclusively, with all members of the team expected to contribute to the plan, to key deliverables, identification of risk and mitigations and other aspects of delivery. We create multiple channels and opportunities for any team member to raise issues, opportunities, and ideas and to be heard. We typically run regular programme 'stand ups', physically and virtually, in which we leave space for team contributions. We do this with the full range of team members, whether internal or sub-contractors. We will similarly work as one team on this engagement.

We have a number of other measures to ensure effective voice that we will deploy on this project, including:

- A regular team ‘pulse’ survey, to gauge overall team sentiment and highlight any trends. This is also a method of surfacing any issues that team members haven’t been able to articulate through other channels
- Clear escalation routes for team members to follow. As with our other engagements, on this programme we will have workstream leads, an Engagement manager, Engagement leader and a Engagement Quality and Control Review partner as potential routes to bring any issues to attention, alongside other routes such as line management and capability management leads outside of the programme

How we will demonstrate progress

We will share with you the range of measures we have put in place for ‘effective’ voice on this programme and invite your comment on them. We will also, where appropriate, agree where these can operate as a joint team – for example, regular team briefings and ‘Town Hall’ events that could benefit from the whole team working on the programme being involved.

2. Investment in workforce development

KPMG’s success as a Firm is ultimately reliant upon the quality, skill and professionalism of each KPMG employee. That is why we take staff training and development very seriously across all grades and why we invest over £30m per annum on developing our people. All of our staff have a highly structured training, development and support process throughout their KPMG careers to ensure that they are always appropriately trained and have the required skills for the engagements they deliver. Furthermore, we always make sure that we assign the right people to the right clients based on their skill set, capacity, relevant professional and industry experience and the nature of the engagement.

We do not underestimate the learning obtained through experience and we place great importance in ‘on the job’ learning and coaching – particularly for our more junior employees. This includes setting clear expectations, feedback, regular formal monitoring and coaching and providing work assignments that develop skills and knowledge.

Professional and technical training sits at the core of our approach. The Professional Qualifications and Accreditations (PQA) team sits within the wider UK Learning function. PQA is primarily responsible for supporting staff within the firm who are studying towards a professional qualification or accreditation, including school leavers, graduates and apprentices as well as colleagues who require a qualification or accreditation to enhance their existing contribution to KPMG. PQA support all areas of the firm offering a large portfolio of qualifications including ACA, CA, CTA, AAT, CIMA and IFoA and have developed excellent relationships with the relevant institutes and training providers to ensure high quality tuition.

All KPMG professionals also undergo obligatory regulatory training on an annual basis covering key areas such as money laundering, data privacy, independence and conflicts of interest as well as new regulatory developments as required.

Similarly, we work with SCIE because they have a similar commitment to the principles of Fair Work First. SCIE is a national charity with a strong commitment to a culture of staff involvement, continuous professional development and equality and diversity.

Applying this principle to this programme

We see every project as an opportunity for our teams to develop and share new skills and experience. We will learn from each other, as well as from your team and wider stakeholders.



Each individual will agree a set of objectives for this programme which include how they will be both sharing and developing others, as well as themselves. This can include opportunities such as:

- Shadowing more senior team members in meetings
- Supporting across workstreams to improve understanding of others' contributions
- Identifying opportunities to run internal, or client-facing, knowledge share events and material.

For example, as part of our preparation for this work already Mark O'Donnell in our team has shared his insight and experience of the third sector with our delivery team.

How we will demonstrate progress

We will confirm to you that each member of the team has agreed objectives that include learning. We will also highlight to you where we propose to have development activity that either might require your acceptance, such as involving junior team members in senior team meetings.

We would also welcome discussion about joint opportunities for development across our teams. For example, providing a 'lunch and learn' style event where our team fulfil development objectives by sharing their insight on a topic that your team will find of interest, or vice-versa.

3. No inappropriate use of zero hours contract

KPMG is committed to not using exploitative or inappropriate zero hours contracts. We will not use any of these form of contracts on this project.

How we will demonstrate progress

You can see our commitment and fulfilment of our commitments in our annual report.

4. Action to tackle the gender pay gap and create a more diverse and inclusive workplace

KPMG's Equality, Diversity and Inclusion Policy, ensures staff have equal opportunities to succeed, regardless of gender, ethnicity, disability, age, sexual-orientation and socio-economic background.

We are fully committed to tackling the gender pay gap and more broadly, to create a diverse and inclusive workplace. We've addressed these in turn:

Gender pay gap

We are committed to addressing the gender pay gap – with a particular focus on ensuring increased female representation in the most senior grades. Since 2004, we have voluntarily carried out internal pay parity reviews. This is fully integrated into the annual salary review process, and ensures that apparent pay inequalities are investigated and addressed. The review is published within each of our functional areas, with the respective Chief Operating Officer responsible for ensuring that any recommended actions are taken.

Our Annual Review sets out the actions we are taking. Actions are focused on initiatives in the following areas: leadership and culture; recruitment and engagement; retention; progression and challenging ourselves. Individual programmes include Reverse Mentoring for our senior leaders matched to a junior colleague; our award-winning campaign "IT's her future" to address the women in technology gap – leading to a 25% increase in women applying for technology opportunities in the firm; our Empowering Parents programme supporting parents returning to work and our Parents Network; and our award winning GROW programme – a 360o development programme supporting individuals to maximise their potential.



As well as publishing our statutory employee pay gap, we also voluntarily publish our partner gender pay gap.

We are proud that our Board has achieved a 50/50 gender balance.

Creating a more diverse and inclusive workplace

We recognise the importance of achieving a diverse workforce. We have focussed initiatives and governance over this area to ensure all individuals have equal opportunities to succeed in their career. KPMG has developed market leading ‘Unconscious-Bias’, and ‘Beliefs-Biases-Behaviours’ training, which all our staff undertake.

In 2017, KPMG commissioned the Bridge Group to research whether, and how, gender, ethnicity and socio-economic background, affect employees’ progression in the firm. Having now established an evidence base on the barriers to progression within the organisation, all research recommendations are being implemented.

As a Social Mobility Business Compact Champion, social mobility is at the core of our CR agenda. We give our staff six paid days p.a. for volunteering. In 2018, this delivered 48,184 hours – some £5m investment – and provided help to over 20,000 people in our communities. In Scotland, volunteering included supporting national numeracy; paired reading in schools in disadvantaged areas and support to individuals through the Princes Trust to help support vulnerable young people.

We are strongly committed to young talent through our award-winning Apprenticeship School Leaver and Graduate Programmes. In 2018 KPMG Scotland recruited 70-Graduates and 15-Apprentices from a diverse range of backgrounds and offered 15 Vacation internships to Undergraduates. We are particularly proud of one of Scotland apprentices, [REDACTED NAME], who joined as an apprentice and worked on the Test and Protect programme. He has moved into Consulting and is a champion for social mobility, co-chairing our Social Mobility Network. He was recently recognised for his achievements in winning the ‘Apprentice of the Year’ at the 2021 Management Consultancy Awards.

“I’m incredibly proud to be KPMG in Scotland’s first apprentice management consultant and grateful for the whole team in supporting me to define this role. I believe the team valued my capability off-the-bat due to my diversity of entry to the profession and the diversity of my background – after all it creates diversity of thought as I’m often reminded.

I’m particularly grateful because the team have excavated my curiosities in to opportunities. Where I have wanted to develop a certain skill – e.g delivery to a client – they have coached, nurtured and supported me to get to the required level to deliver high quality results. These skills ive rolled over to support and impact other facets of KPMG, and their commitment to the wider community, especially within the Social Mobility Advocacy that I take part in. I also am undertaking CIMA with support from the whole team on my progression pathway”

[REDACTED NAME]– Apprentice

Applying these principles to this project

Our team reflects these principles in practice. Two of our most senior panel members – our UK Head of Health and Human Services and our overall Global lead for Infrastructure – are women. Our team reflects the diversity of our organisation, with different ethnicities, socio-economic backgrounds, nationalities and working patterns.



How we will demonstrate progress

You can see our commitment and progress to the Gender Pay gap in our annual report.

5. Providing fair pay for workers (for example, payment of the real Living Wage)

KPMG are accredited as a Living Wage Employer – KPMG has paid the Living Wage to all its direct employees since 2007 and on-site contractors since 2009. We are Principal Partners of the Living Wage Foundation, members of the Leadership Group for the Living Wage in Scotland and the first Professional Services Firm to achieve Accreditation.

SCIE has a trade union and has a formal partnership agreement which commits the organisation to pay above the London Living Wage for all staff, and regularly benchmarks our pay and conditions with other charities and public sector organisations. SCIE:

- Has developed appropriate channels for effective voice, such as trade union recognition; SCIE recognises Unite as its union
- invests in workforce development; we are launching a new learning and development programme based on new business/strategic objectives
- Does not use of zero hours contracts; we do not use zero hour contracts
- actions to tackle the gender pay gap and create a more diverse and inclusive workplace; and, SCIE is not legally obliged to produce a gender pay gap report due to our size, but we have committed to doing so from the new financial year
- provides fair pay for workers (for example, payment of the real Living Wage). Everyone at SCIE is paid above minimum/living wage

This will of course apply to all members of our team working on this project, from both KPMG and SCIE.

How we will demonstrate progress

You can see our commitment and fulfilment of our commitments in our organisations; annual report.

G 1

Business Continuity and Disaster Recovery



© 2021 KPMG LLP, a UK limited liability partnership and a member firm of the KPMG global organisation of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee. All rights reserved. **KPMG Classification: KPMG Confidential**

Business Continuity and Disaster Recovery

Introduction

Both Business Contingency plans and Disaster Recovery planning are an essential element of any organisation. We understand the need for robust and innovation solutions to continue with your critical operations should an unexpected event strike during the duration of our contract. It is essential to account for unplanned, emergency events which may prevent the delivery of our support to the National Care Service partly, or wholly, for a period of time and in such event, to minimise or eliminate the impact this can have. Actions taken to continue the course of business or to recover from an event will depend on the magnitude of the event faced, however, a common process for recognising, evaluating, and managing the response will go some way in reducing the negative impacts.

Should we face any unforeseen events during the next 18 months, we want you to feel confident in knowing that we will continue to support you throughout the delivery of this contract and mitigate any implications as a result.

Business Continuity & Disaster Recovery plans

Our experienced and resilient team are able to manage risks and overcoming unexpected scenarios on programmes and we will bring our rigorous and effective business continuity and disaster recovery processes to this engagement.

Not only do our teams have experience in business continuity management but we also have a specialist internal team at KPMG who can share best practice and responses to common threatening scenarios. Furthermore, we have effectively delivered programmes in Scotland and across the country throughout the Covid-19 pandemic, delivered in an agile, resilient and focused manner to consistently meet our deliverables.

Business Continuity Planning

At the beginning of the engagement, we will agree with you as to whether a Business Continuity Plan is required. If it is required, these plans will:

- Identify the scope of the plans required
- Identify key business areas
- Identify critical functions
- Identify key dependencies between various business areas and functions
- Determine acceptable changes to deliverables, timescales and outputs
- Create a plan to continue our delivery and support to you

3.0.10 Core Terms

Scenario Planning

If Business Continuity Plans are required, we will discuss our approach to scenario-based incident response plans and identify appetite and scope for identifying a range of potential incidents and defined impacts and severities and what their escalation routes would be if they exceeded the incident level parameters. We would come with our best practice plans and experience and work with you to produce a bespoke plan for this engagement.

For each incident outlined, we will clearly articulate any impact on deliverables, resources, supply chain, IT systems and processes. A mutual understanding will be developed so you know exactly how our team would continue to support you through any turmoil and to ensure we have a set of plans and processes which can be actioned as necessary.

Activities to be covered in the Business Continuity Scenario Plans:

- **Define appropriate escalation paths** and decision-making procedures combined with effective and timely communication plans. Assume that disruption will occur.
- **Outline key business processes** that are related to the critical business processes necessary to keep the NCS programme running, as well as IT processes.
- **Define threshold tolerances** (based on key measurements used in the services) and use extreme scenarios to conduct end-to-end testing. Develop approaches beyond traditional NCS programme plans to focus through a business lens on managing disruption.
- **Safeguarding measures** – Ability to keep things running during a disruption, as well as during planned outages.
- **Outline the approach to disaster recovery**- data recovery, back up IT, additional staff if required, including changes around structures, skills, communication and responsibility of individuals.
- **Technology implications** related to systems, networks and industry specific technology necessary to enable continuous operations and backups for applications and data.

Disaster Recovery

Our approach to Disaster Recovery is concerned with ensuring at least a minimal continuation of the key processes and deliverables you will need to meet. Our Disaster Recovery plan is part of our wider Business Continuity plan, acknowledging that recovery timeframes and activity will be dependent on the crisis, however, we will work with you to align our recovery plan with your priorities. Similar to our Business Continuity approach, we will agree with you if Disaster Recovery plans are to be drafted and if so, we have experience in creating and actioning these plans and we will come prepared with our best practice. However, when we land to support you, we will be keen to understand how to tailor this to your needs.

Once created, our Business Continuity plans become a source of reference at the time of a crisis and the blueprint for a strategy and tactics to deal with the event. The plan would be held and owned by our Engagement Manager [REDACTED NAME], and your key point of contact will be [REDACTED NAME], as the Engagement Lead, however, we will ensure that all individuals you work with have a basic understanding of the scenario testing and plans if in place.

We will discuss an incident and crisis management procedure which will allow [REDACTED NAME] to escalate any issues to your key point of contact immediately as they arise, should the impact or severity warrant such action. In addition to this, if the Business Continuity plan is actioned, we would also consult our independent

3.0.10
Core Terms

review partner, [REDACTED]. He would be able to provide addition support around processes, accessing additional team members and raising this with our Parker challenge group, which is led by [REDACTED NAME], our UK Head of Advisory, should we need to escalate the issue further.

Review and Refresh

The firm views business continuity as an ongoing cycle of development, review and improvement in a constantly changing environment. If we agree to create these plans, in addition to post incident reporting of lessons learnt and actions for improvement, [REDACTED NAME] will be responsible for keeping these plans up to date throughout the lifecycle of the engagement, ensuring any actions are allocated to named owners with set deadlines.

Key threats and mitigations

Threat	H/M/L Risk	H/M/L Impact	Mitigation and actions including timescales	Responsible Owner
Limited re-sources to deliver scope	L	M	<ul style="list-style-type: none"> Strategic resource planning through our electronic database ‘Retain’ allows us to maintain an accurate view of our resource capacity. Therefore, it is likely that if an incident arises which doesn’t impact our whole workforce, we would be able to find alternative resources within 48 hours We have a huge supply of experienced and talented individuals who we would resource onto this engagement – approximately 3,000 consultants. We would provide thorough handover’s, briefings and training as required to ensure they could meet your deliverables. 	RE-DACTED NAME
Third Party delivery (SCIE?)	M	M	<ul style="list-style-type: none"> We are using a partner we have worked with before. The quality of their work and adherence to our policies and procedures has been extensively checked. Should they be unable to deliver against their commitments, our in-flight review process would be triggered, where an indepdant review would be undertaken. During the review, we will ensure you have the appropriate support required continue work against deliverables. Should the review highlight any issues with SCIE’s delivery, this will be immediately addresses, ensuring you have either another individual from SCIE or a KPMG resource with the 	RE-DACTED NAME

3.0.10
Core Terms

Threat	H/M/L Risk	H/M/L Impact	Mitigation and actions including timescales	Responsible Owner
			<p>same skills sets to complete the work. A new resource will be provided with 5 working days</p>	
Security breach	L	H	<ul style="list-style-type: none"> • REDACTED NAME 	
Third Party breaches	M	M	<ul style="list-style-type: none"> • We'll escalate all incidents as high as we need to – whether that's to the Data Protection Officer, our Practice Protection Department, the engagement lead partner or to you and your senior management. They will discuss what to do about the incident, including ways to mitigate its impact and avoid further incidents. We take full responsibility for enforcement and remedial action, which may include disciplinary or other civil or criminal action. • This will apply to both ourselves and to our sub-contractor, SCIE 	RE-DACTED NAME
IT failure	M	L	<ul style="list-style-type: none"> • Should anyone experience any IT failures throughout the duration of this programme, we will have replacement laptops and required technology sent to them immediately, usually to be received within 1-3 working days, to ensure they can continue their work. • Office space will also be available should they need to use the computers at our offices in the meantime. • Regular upgrades and checks are performed on all KPMG technology. 	RE-DACTED NAME
Back-ups	L	L	<ul style="list-style-type: none"> • Our team will have their own material regularly backed up, and all key programme material will be stored on our Teams drive in the Cloud. • Should we lose any outputs or information through IT failures, we understand it is our responsibility to re-deliver the work in a timely and consistent manner. We will discuss with you on a case by case basis what the appropriate timeframe for this would be. 	RE-DACTED NAME
Unforeseen Circumstances	M	L	<ul style="list-style-type: none"> • Should an unforeseen event occur, we have a range of scenario plans which will act as a reference point in times of crisis. 	RE-DACTED NAME

3.0.10
Core Terms

Threat	H/M/L Risk	H/M/L Impact	Mitigation and actions including timescales	Responsible Owner
			<ul style="list-style-type: none"> • We have a business continuity team at KPMG who specialise in ensuring disruption to client delivery is kept at a minimum during times of crisis and extensive scenario testing is conducted to ensure approaches are discussed and tested. • We have a resilient team who will do their best to continue delivery and work towards your deliverables. • We have captured lessons to be learnt through the Covid-19 pandemic and are a more resilient organisation as a result. • We have a central crisis management team and crisis communication channels to access all staff in the event of an emergency. 	

Call-Off Schedule 5 (Pricing Details)

Procurement reference:	563758
------------------------	--------

MCF3 Lot number	Lot 3
-----------------	-------

Supplier to insert name	KPMG
-------------------------	------

	Price
Mobilisation	REDACTED
Target Operating Model	REDACTED
Social Care Operating Model	REDACTED
Health and Social Care Finance and Governance	REDACTED
Programme Business Case	REDACTED
Presentation of Deliverables	REDACTED
*Total fixed price including all expenses but excluding VAT	£546,000.00

Procurement reference:	Case 563758
------------------------	-------------

RM6187 Lot number	Lot 3
-------------------	-------

Supplier to insert name	KPMG
-------------------------	------

TOTAL		
-------	--	--

3.0.10
Core Terms

Grade	Names	Daily Rate (£ exc VAT)
Partner	REDACTED	RE- DACTED
Managing Consultant / Director	REDACTED	RE- DACTED
Principal Consultant / Associate Director	REDACTED	RE- DACTED
Senior Consultant / Engagement Manager / Project Lead	REDACTED	RE- DACTED
Consultant	REDACTED	RE- DACTED
Analyst / Junior Consultant	REDACTED	RE- DACTED

Call-Off Schedule 6 (ICT Services) – NOT USED

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

3.0.10
Core Terms

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

3.0.10
Core Terms

- 2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
- 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. **General Principles of the BCDR Plan (Section 1)**

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
 - 3.1.7 provide for documentation of processes, including business processes, and procedures;

3.0.10
Core Terms

- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
 - 3.1.9 identify the procedures for reverting to "normal service";
 - 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.
- 4. Business Continuity (Section 2)**
- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled

3.0.10
Core Terms

to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

3.0.10
Core Terms

- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

- 1. **Definitions**

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

"Breach of Security"	1) the occurrence of: <ul style="list-style-type: none"> i) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or ii) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, c) in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
"Security Management Plan"	d) the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it

3.0.10
Core Terms

shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

3.0.10
Core Terms

- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;
 - b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in

3.0.10
Core Terms

accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.