

## **ICT SERVICES AGREEMENT SCHEDULES**

### **SCHEDULE 9.3**

#### **KEY PERSONNEL**

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## **SECTION A**

### **Product Description**

#### **1. PRODUCT TITLE**

ICT Services Agreement - Schedule 9.3 (Key Personnel).

#### **2. PURPOSE OF PRODUCT**

The purpose of the schedule is to identify those individuals employed or engaged by the Contractor who are vital to the successful provision of the Services.

#### **3. COMPOSITION**

The schedule should list the names of the Key Personnel and state their role/function.

#### **4. DERIVATION**

- Authority to specify certain roles it considers would be occupied by Key Personnel.
- Bidder's proposal to identify persons who would fulfil those roles.
- Authority to consider proposal from the bidders and as relevant add further employees of the Contractor who are important or valuable to the project.

#### **5. RELATED CLAUSES & SCHEDULES**

Clauses: 28.5 - 28.10 (Key Personnel)

Schedules: 8.1 (Governance)

#### **6. ALLOCATION**

Authority to provide pro-forma to bidders for completion upon issue of ITT. The Authority should carefully review the schedule prior to execution of the Agreement.

#### **7. QUALITY / REVIEW**

Authority expertise: project management, commercial/procurement.

## **Section B**

### **Guidance**

#### **1. INTRODUCTION**

- 1.1 The schedule should list those individuals (employees of either the Contractor or its Sub-contractors) who are important or valuable to the project because they have a pivotal role. It should list their titles and importantly, what their roles and responsibilities are.
- 1.2 The Key Personnel should be individuals who are, as far as the Authority or Contractor are aware, not likely to be dismissed, made redundant or resign prior to completion of the matter or the phase of the matter which they are allocated to. The rationale for this is that it is advantageous to have continuity in the people working on the account rather than people who have to familiarise themselves with the nature and status of the job as well as the way each party operates. This will therefore avoid unnecessary price and delay risk.

#### **2. KEY PERSONNEL**

- 2.1 Care should be taken by the Authority in reviewing the skills/appropriateness of any specific people identified by the Contractor as being involved in the provision of the Services. If the Authority were to oblige the Contractor to remove/add any specific people from the Contractor team, then the Authority may be taking some risk of performance back from the Contractor.
- 2.2 Clauses 28.5 - 28.10 (Key Personnel) impose certain restrictions on the Key Personnel. Bidders are usually reluctant to put forward Key Personnel to work on the Authority account because it leads to the Contractor being contractually restricted from deploying the staff on to other accounts. However, this is not an unreasonable requirement and the Authority is only looking to secure the quality of certain personnel who perform 'key' roles and who are therefore necessary to the successful delivery of the Services.

**Section C**

**Pro-forma/Example Schedule**

**Key Personnel**

<b>Name</b>	<b>Position / Title</b>	<b>Responsibilities/Authorities</b>	<b>Phase of the project during which they will be a Key Person</b>