

## **Schedule 40 - Assured Deliverables**

In consideration for entering into the Agreement with the Authority, SWO will procure that the PSP, via the subcontract between the JV Co and the PSP, will undertake the following obligations ("Assured Deliverables"):-

### **1 Business Development Team**

Included within the Strategic Framework Agreement.

### **2 Employment**

The PSP will procure the employment of a minimum of 200 full or part-time employees resident in Somerset within 5 years from the Effective Date and will work with the local colleges to enable skills and resources to be available to the PSP/SWO including recruiting a number of students each year. This figure of 200 will not include any employees caused by the moving Seconded Employees seconded to SWO under the Staffing Agreement with Avon and Somerset Police Authority. Such employees will be either employed directly by the PSP or by providers of service and subcontractors to the PSP. Such employees will be in addition to staff seconded to the JV Co.

In the event that the PSP fails to procure the direct or indirect employment of an additional 200 staff within 5 years as set out above, then the Authority shall be entitled to claim Service Credits from SWO of £250 a quarter (i.e. every three months) for each job not created and not filled. Such Service Level Credits will be subject to the Service Level Credit provisions of Schedules 2 and 4 of the Service Delivery Contract for TDBC and will be paid in three equal monthly instalments over the quarter.

SWO will work with Somerset Colleges to create the skills for the complementary workforce. This will include working with Somerset College to create a Foundation Degree in IT and if successful SWO will work with the Somerset College to produce a distance learning course which could be marketed across the UK. Neither the JV Co or the PSP shall be liable to any or all of the Founding Authorities for failure to create or market the Foundation Degree in IT.

By end March 2010, SWO will involve SCC's Community Learning and Skills service in a UK pilot of a new software product known as "Reading Companion". Neither SWO or the PSP shall be liable to any or all of the Founding Authorities for failure to carry out this pilot.

### **3 PSP Office Accommodation**

The PSP will procure, prior to the end of 2009, office accommodation in the Taunton Deane area to service the needs of PSP staff in the South West. Such offices may be either directly leased or bought by the PSP, or sub-leased or sub-licensed from the JV Co or the Business Incubator provider as set out below. The IBM Vice President for Public Sector will be based within this office accommodation.

The failure of the PSP to buy, lease or license any office accommodation within the Taunton area will not cause a default under any agreement and no Service Level Credits will be payable.

SWO will incorporate and share its short term operational plans and requirements for accommodation for SWO with any strategic plans developed or commissioned by the Councils.

### **4 Business Incubator**

The PSP will procure the establishment of a Business Incubator in the Taunton Deane area. Such Business Incubator will provide accommodation and assistance for start-up companies. The Business Incubator will offer offices and workshops designed to suit many different types of new business, backed up by comprehensive business support.

The PSP may sub-contract or otherwise procure the provision of the Business Incubator which will become operational by the end of the second year of the Term and will remain operational for a minimum of eight years thereafter, depending on economic viability. The establishment of the Business Incubator is contingent on availability of the requisite Regional Development Authority, and SCC and TDBC, permissions and support. The Business Incubator will aim to create an addition 200 jobs by the end of the Term.

To the extent that SWO can demonstrate that it has used reasonable endeavours to procure the establishment of a Business Incubator no liability will be due to SWO

In the event that the PSP fails to procure the operation of the Business Incubator, subject to the contingencies above, by the end of the second year of the Term, then the Authority shall be entitled to claim Service Credits from SWO of £20000 for each subsequent year until the Business Incubator opens. Such Service Level Credits will be subject to the Service Level Credit provisions of Schedules 2 and 4 of the Service Delivery Contract for TDBC and will be paid in twelve equal instalments over the year.

Comment [11]:

## **5 Research Project**

The PSP commits to exploring opportunities for the Councils and other local bodies such as the South West Regional Development Agency to work with the PSP on joint research projects, based in Somerset. The PSP will commission such projects with the Authorities and will match any funds invested by the Authorities or other bodies provided:

- They coincide with the research interests and skills of the PSP
- The work is delivered by the PSP's Research organisation

The failure of the PSP or an Authority to select research projects will not cause a default under the Agreement and no Service Level Credits will be payable.

## **6 European Institute for Local Government**

The PSP will conduct activities under the banner of the IBM European Institute for Local Government in the Taunton Deane area, twinned with IBM's established Institute for Electronic Government and associated groups in Washington DC.

The Institute would create, organise and share information of value to local government such as producing regular papers and hosting events aimed at disseminating the learning from the development of South West One and its impact on public service. Other activities would include direct research, hosting an annual "Trends and Directions" symposium, establishing an exchange programme with other institutes running best practice seminars. The aim of the Institute will be to provide thought leadership and share best practices with local governments across Europe.

The failure of the PSP to create an Institute will not cause a default under the Agreement and no Service Level Credits will be payable.

## **7 Somerset in Lights**

To help promote the complementary marketing of Somerset in Lights, the PSP will assist the Councils by producing a marketing plan providing options and, with the agreement of the Councils, the inclusion of Somerset in the PSP's global marketing programme through the usage of in-depth case studies in IBM marketing and advertising campaigns.

In the event of a failure by the PSP to promote a marketing programme, the Authority will be entitled to claim Service Credits from SWO Service Level Credit of £10000 per annum. Such Service Level Credit will be subject to the Service Level Credit provisions of Schedules 2 and 4 of the Service Delivery Contract for TDBC and will be paid in twelve equal instalments over the year.

**8 Somerset Inward Investment Agency**

To help promote Somerset on the World stage, the PSP will assist in the establishment of a Somerset Inward Investment Agency by making available the IBM UK Director of Marketing to be a board member of the new Somerset Inward Investment Agency. This would involve attending up to four board meetings per annum.

In the event of a failure to attend a minimum of three board meeting per annum then the Authority will be entitled to claim Service Credits from SWO of £2100 for each non-attendance. Such Service Level Credits will be subject to the Service Level Credit provisions of Schedules 2 and 4 of the Service Delivery Contract for TDBC.

**9 Integrated Delivery Centre Capability**

To assist in the deploying of Seconded Employees who work in an ICT environment to assist the PSP on non-Authorities business, the PSP will carry out additional training for such people.

The failure of the PSP to not carrying out such training will not cause a default under the Agreement and no Service Level Credits will be payable