

A Memorandum of Understanding (MoU)
between
The Crown Commercial Service (CCS)
and
participating regional universities purchasing
consortia from
Procurement England Limited (PEL)
February 2016



Crown
Commercial
Service

PROCUREMENT ENGLAND LTD (PEL)

1. Purpose

1.1 This Memorandum of Understanding (MoU) is made between Crown Commercial Service (CCS) and participating regional universities purchasing consortia in Procurement England Limited (PEL).

1.2 The purpose of this MoU is to set out a framework within which the relationship between CCS and PEL will be conducted.

1.3 The MoU is not a binding contract and does not create any enforceable legal rights or obligations. Its underpinning principle is to build an understanding on how future joint initiatives and collaborative procurements will be established.

1.4 This will be focused on areas such as:

- building effective relationships between CCS and PEL through structured engagement;
- exploring savings opportunities through collaborative working between CCS and PEL;
- jointly identifying opportunities for collaborative working;
- co-ordinating member communications to maximise efficiency; and
- establish a protocol for measuring the effectiveness of the collaborations.

1.5 The participating PEL consortia in this MoU are: LUPC, SUPC, NEUPC and NWUPC.

2. Co-operation

2.1 CSS and PEL want to work together, where appropriate, on matters of collaborative mutual interest and recognise the importance of co-operation across a range of areas. They also recognise that it may or may not be appropriate for them to undertake activities on each other's behalf.

2.2 CCS and PEL recognise that co-operation and flexibility is necessary to meet their respective collaborative and business objectives. Each has a contribution to make to the provision of collaborative agreements whilst recognising that the priorities and objectives may not always be identical.

2.3 Various public bodies deal with collaborative procurement and both CCS and PEL will continue to work with these bodies where appropriate. These commitments stand outside of this MoU and are not affected by it.

2.4 In order to enable collaborative working, CSS and PEL will aim to provide each other with information as relevant. These exchanges may be subject to restrictions or requirements, such as those relating to confidentiality or freedom of information. Both CCS and PEL will provide information that may be reasonably requested to enable it to carry out

its responsibilities effectively, provided that this is practicable, would not involve disproportionate cost, and the information is available in reasonably accessible form.

2.5 PEL consortia will consult with their respective members on opportunities to collaborate, use or migrate to CCS agreements.

2.6 Establish, where appropriate, agreements that allow for e.g. regional requirements, policies, business needs etc. to be developed jointly.

2.7 CCS and PEL will consider collaborative opportunities and where relevant will share information, and contracting plans.

2.8 Where joint contracting collaborative opportunities are identified PEL and their member representatives will be included within tender working and supplier performance reviews.

2.9 CCS will provide PEL with management information reported through frameworks used by members of PEL. To enable this, PEL will provide a list of its active members to CCS. Reports will be provided on a quarterly basis.

3. Communication and Consultation

3.1 CCS and PEL are committed to the principle of good communication with each other, and especially where one organisation's collaborative procurements may have some bearing upon the responsibilities of another.

3.2 The primary aim is not to constrain the discretion of either party but to create a forum which allows the organisations to share, advise and co-ordinate client communications activity. The members of PEL will agree with CCS the CCS agreements to be communicated and marketed to the regional consortia members through established, regional consortia channels when it is agreed that this is the most appropriate approach. Members of PEL and CCS will give appropriate consideration to the views of the other party so as to provide clients with clear advice and guidance.

3.3 This agreement in itself is non-commercial and does not involve any payment or financial transfer between the parties but provides a basis from which PEL and CCS can review opportunities for joint working which may result in sharing of supplier commission on new supplementary joint procurement projects and existing agreements where spend growth can be attributed to PEL activity and a commercial agreement is signed by both parties.

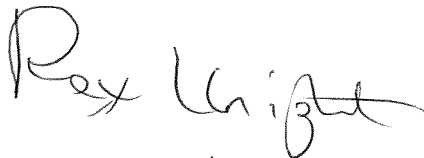
4. Review of the MoU

4.1 CCS and PEL shall each nominate one point of contact to manage the relationship between the parties and one contact to manage communications to PEL consortium members. The relevant contacts will have contact on a bi-monthly basis or as required to ensure that the terms of this MoU are achieved. PEL nominations are Frank Rowell and CCS is Sarah Jewell.

4.2 This MoU will be formally reviewed by CCS and PEL on an annual basis.

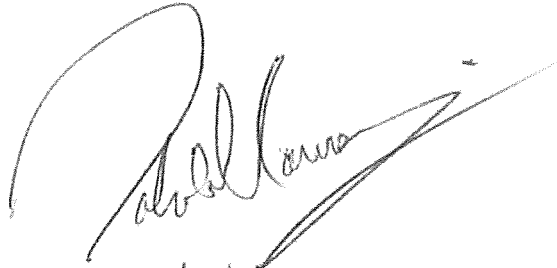
SIGNED BY:

For and on behalf of Procurement England
Ltd (PEL)



Date: 15/4/16

For and on behalf of Crown Commercial
Service (CCS) – Sally Collier, Chief Executive
Officer.



Date: 31/03/2016