

Memorandum of Understanding

Between

The Department of [insert name]

and

**Construction and Procurement
Delivery**

Effective from 1 April 2026

Contents

Part One: General	3
1. Introduction	3
2. Purpose	4
3. CPD Service Standards	4
4. Account Management	5
5. Escalation and Dispute Resolution	6
6. Information Management	6
7. The UK Central Digital Platform	7
8. Charging Process	8
Part Two: CPD Services	10
9. Applicable Thresholds for initiating CPD Services	10
10. Supplies and Services Division	10
11. Construction Division	13
12. Property Services Division	15
13. Commercial Delivery Group	17
Part Three – Key Performance Indicators	19
14. CPD Key Performance Indicators (KPIs)	19
Part Four: Public Procurement Policy Statement	20
15. Background	20
16. Roles and Responsibilities	20
Schedule 1 – List of Sponsored Bodies	27
Schedule 2 - Parties to the Agreement and Departmental Customer Representative	28
Schedule 3 – Data Processing & GDPR Agreements	29
Schedule 3 – Annex A Joint Data Controller MOU for the UK Central Digital Platform	36
Annex A Notices for Procurements Above the UK Procurement Threshold	37
List of Abbreviations	39

Part One: General

1. Introduction

1.1 As a business area within the Department of Finance (DoF), Construction and Procurement Delivery (CPD) is responsible for providing procurement, property services and project assurance services to Departments through the following Divisions:

Centres of Procurement Expertise

- Supplies and Services Division
- Construction Division

Property Maintenance Services

- Property Services Division

Project Assurance Services

- Commercial Delivery Group

1.2 Detailed information on the above services is set out in [Part Two](#) of this Memorandum of Understanding (MoU).

1.3 For the purposes of this MoU the term Department means the Department of *[insert name]* and its sponsored bodies listed at [Schedule 1](#).

1.4 Parties to the agreement and details of the Departmental Customer Representative can be found at [Schedule 2](#).

1.5 This MoU is effective from 1 April 2026 and will remain in force unless terminated by:

- (a) either party, on the expiry of 2 months' notice in writing; or
- (b) with immediate effect by agreement of both parties.

1.6 In the event of termination of the agreement, the Department should ensure it has an alternative documented MoU with CPD or a relevant Centre of Procurement Expertise (CoPE).

1.7 The MoU may be amended at any time with the consent of both parties. Agreed amendments will be appended to the original MoU and subsequently incorporated into the next version of the MoU.

2. Purpose

2.1 The purpose of this MoU is to provide a foundation on which services can be managed and performance monitored, reflecting the mature, strategic relationship that exists between both parties.

2.2 The MoU defines the key services provided by CPD in addition to the standards expected and addresses the applicable governance and operational arrangements. It is not intended to cover every aspect of the services provided or cover every possible situation that may arise.

2.3 The services provided by each CPD Division are listed in [Part Two](#).

3. CPD Service Standards

3.1 CPD provides its services in accordance with the following corporate standards:

- [CPD Customer Service Standards](#);
- [NICS Code of Ethics](#); and
- [NICS Dignity at Work Policy](#).

3.2 In the delivery of procurement services, CPD complies with:

- The Procurement Act 2023 and associated regulations;
- The Executive's overarching [Public Procurement Policy](#);
- The Executive's Procurement Policy Notes (PPNs); and
- Relevant Dear Accounting Officer letters (e.g. DAO 05/22 Grant and Procurement; DAO 06/22 Direct Award Contracts¹).

3.3 Project Assurance services are provided in accordance with DAO 05/23² Engagement with the Gateway Assurance Review Process.

¹ [Dear Accounting Officer letters \(DAOs\) 2022 | Department of Finance](#)

² [DAO \(DoF\) 05/23 - Revised arrangements for engagement with Gateway Review and the SRO appointment process](#)

4. Account Management

4.1 The CPD Key Account Managers (KAM) below have been appointed to act as an escalation point of contact for matters relating to this MoU.

Division	Key Account Manager	Email address
Supplies and Services Division	Donna Williams	donna.williams@finance-ni.gov.uk
Construction Division	Stewart Heaney	stewart.heaney@finance-ni.gov.uk
Property Services Division	Bronagh McCullough	bronagh.mccullough@finance-ni.gov.uk
Commercial Delivery Group	Donna Williams	donna.williams@finance-ni.gov.uk

4.2 The Department will appoint a Departmental Customer Representative (DCR) and may also nominate additional staff for each of its business areas to help deal with issues. Details of the DCR can be found in [Schedule 2](#).

4.3 The role of the DCR to:

- Act as the lead point of contact for escalation;
- Liaise with the relevant CPD KAM as required to facilitate the smooth operation of services provided under the MoU, including resolutions of priorities during periods of high demand;
- Exercise the Department's responsibilities within the MoU;
- Assist with the escalation and resolution of disputes;
- Provide Departmental feedback on CPD performance in delivering the procurement services across projects;
- Monitor CPD and the Department's performance against published Key Performance Indicators (KPIs)³ on at least an annual basis. Interim reports will also be provided on request;

³ [Construction & Procurement Delivery \(CPD\) Key Performance Indicators \(KPIs\) | Department of Finance](#)

- Ensure compliance with the Department’s responsibilities under [Part Four](#) of this MoU; and
- Update and amend the MoU as required.

4.4 CPD Divisions will hold meetings with Departmental representatives as detailed in the table below:

Division	Frequency	CPD Rep.
Supplies and Services Division	Every six months	G5 / G7
Construction Division	Proportionate to extent of construction projects under delivery at any particular time	G5 / G6
Property Services Division	Proportionate to the extent of works being delivered, meetings are held with larger clients at minimum twice each year.	G5 / G6 / G7
Commercial Delivery Group	Meetings available on request	G5 / G7

5. Escalation and Dispute Resolution

5.1 In the event that a service provided by CPD fails to achieve its objectives, CPD will work with the Department on any investigation or review and will take any necessary actions arising. Similarly, CPD will participate in any lessons learned reviews and will implement any agreed recommendations.

5.2 In the event of a dispute arising between CPD and the Department concerning any aspect of the services provided under this MoU, the matter should be escalated to the KAM and DCR for resolution. If the dispute cannot be resolved at this level it should be escalated as follows:

- First Line of Escalation: G3 (or equivalent) of the respective business area; or
- Second Line of Escalation (if the dispute remains unresolved): respective Permanent Secretary (or equivalent)

- 5.3 In the event that a legal challenge is taken against the Department connected to a service provided by CPD, neither party shall act on a unilateral basis in an attempt to settle the litigation.

6. Information Management

- 6.1 CPD is committed to open governance and to meeting its responsibilities under the Freedom of Information Act 2000 (the Act) and Environmental Information Regulations 2004 (the Regulations). Accordingly, all information submitted to it may need to be disclosed in response to a request under the Act or the Regulations. CPD may also decide to include certain information in its publication scheme which it maintains under the Act or Regulations.
- 6.2 If the Department considers any of the information it has provided as part of this Agreement is commercially sensitive, it will identify and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. The Department should be aware that, even where it has indicated that information is commercially sensitive, CPD may be required to disclose it under the Act if a request is received.
- 6.3 UK General Data Protection Regulations (UK GDPR) requires organisations which process personal data to meet certain legal obligations. CPD, as data processor, agrees to process personal data only on behalf of the Data Controller and in compliance with its written instructions (unless required by law to act without such instructions) and will assist the data controller in processing subject access requests and providing information to meet the requirements of audits and inspections.
- 6.4 A data sharing agreement is provided at [Schedule 3](#); this covers the legal basis for the sharing of personal information between the Department and CPD in relation to the services outlined in this MoU.

7. The UK Central Digital Platform – Data Protection

- 7.1 Following the commencement of the Procurement Act 2023 (and the Procurement Regulations 2024 (as amended)) on 24 February 2025, there is a requirement for all UK contracting authorities to be registered on the Central Digital Platform (hereafter referred to as the Platform).

- 7.2 CPD has registered NI Departments, Agencies and arms-length bodies (contracting authorities) on the Platform and will act as Administrator. Part of the registration and on-boarding process required contracting authorities to tick a mandatory field agreeing to a Memorandum of Understanding for the Joint Controller, and GDPR agreement for the information to be held on the Platform. CPD has completed this on behalf of contracting authorities.
- 7.3 Note that no contracting authority's personal data is processed or held. The Platform will hold supplier details, pipelines of work, competition information and notices.
- 7.4 CPD will directly interface with the Platform on behalf of NI Departments and will publish all mandatory notices (i.e. Pre-market, competition notices, and new contract management notices). It is not anticipated that the Department will be directly interfacing with the Platform.
- 7.5 The Department will be required to work with CPD to provide the necessary data to complete the mandatory notices within the required timescales. Failure to provide the information in a timely manner may result in a technical breach of procurement regulations. Information on the range of notices is appended in [Annex A](#).

8. Charging Process⁴

- 8.1 CPD operates a net baseline model with a financial objective of full recovery of all costs of providing its operational services to Departments. CPD's current charges can be found on the DoF website (<https://www.finance-ni.gov.uk/articles/details-chargeable-services-provided-cpd>).
- 8.2 CPD will generally charge on the basis of hours worked. For procurement projects, an estimate will be provided prior to the commencement of any work based on the information available at the time; these costs may change however as a project or job develops.

⁴ As DoF is an Internal Client to CPD, charges will be primarily notional unless otherwise agreed.

- 8.3 For supplies and services contracts, post award activity including contract management advice, monitoring or contract modifications will not be included in the estimate and will be charged on an hourly basis and invoiced monthly in arrears.
- 8.4 For construction projects, the fee estimate will include CPD's involvement at the various project stages and will be reviewed annually, and or at interim project milestones.
- 8.5 Given the nature of small projects undertaken by Property Services Division, estimates will not be provided to clients in advance.
- 8.6 Invoices will be raised on a monthly basis to cover services provided in the previous month. Invoices will be accompanied by backup documentation setting out the charge for each project. The exception to this will be charges relating to planned preventative maintenance services provided by Property Services Division where invoices will continue to be issued annually.
- 8.7 Where increases in hourly rates are being considered, the Department will be notified in advance in order to allow for effective budget planning and management.

Part Two: CPD Services

9. Applicable Thresholds for initiating CPD Services

9.1 The Procurement Policy Note 04/21 on [Procurement Control Limits](#), details the thresholds where tenders must be advertised. These thresholds initiate Supplies and Services Division's services as detailed in Table 1 below which also includes details of when CPD advice must be sought on Direct Award Contracts in accordance with [DAO \(DoF\) 06/22 - Direct Award Contracts](#). It should be noted, however there are no minimum thresholds for general procurement advice or contract management support which can be sought as and when required.

Table 1: Thresholds for Initiating Supplies and Services Division Services

Services	Threshold
Tendering	Over £50,000
Award of Direct Award Contracts	Over £50,000

9.2 Construction works are often complex and inherently high risk and the Department must comply with its duties under the Construction (Design and Management) Regulations (Northern Ireland) 2016. Given these specialist and legislative requirements, the Department should seek advice and guidance from [Construction Division](#) or [Property Services Division](#) irrespective of the estimated value of a construction related project.

9.3 Specific services provided by each Division is detailed in the following sections.

10. Supplies and Services Division

10.1 Supplies and Services Division (SSD) will provide the Department with a range of services designed to ensure procurement processes, tender documentation, evaluations and contract awards comply with procurement policy and legislation. Throughout the procurement lifecycle, CPD will advise the Department on the exercise of its responsibilities and will deliver a service which supports the programme and cost objectives of the Department.

10.2 SSD will maximise the potential for aggregation through category management and a collaborative procurement strategy for a range of common goods and services. This may include benefitting from aggregated arrangements established by UK Crown Commercial Services or its partners, when appropriate.

10.3 SSD will provide advice on proposed contract modifications and direct award contracts.

10.4 Any such services will be hard charged in line with CPD rates.

10.5 Guidance on the end-to-end procurement process for supplies and services can be found at www.finance-ni.gov.uk/publications/client-journey-guide-supplies-and-services-contracts

10.6 SSD will provide the Department with the following procurement services and support to meet all associated regulatory obligations:

- **Early market engagement;**

SSD will advise the Department and facilitate effective and proportionate engagement with suppliers to foster market participation, innovation and to understand the capability and capacity available.

- **Development of competitive procurement strategies;**

SSD will assist with the development of a competitive strategy designed to identify the most appropriate route to market, the most effective procurement procedure and the inclusion of provisions for continuous improvements, sustainability and future proofing.

- **Assisting in the identification of effective evaluation strategies;**

SSD will provide the Department with professional advice and guidance on a clear and unambiguous evaluation model which is proportionate to the contract value and objectives and which reflects the required outputs and outcomes of the procurement.

- **Identification, evaluation and mitigation of procurement risk;**

SSD will provide commercial advice to identify and assess risks as far as possible, including timescales, feasibility and affordability; working alongside the Department,

SSD will develop a strategy to manage and mitigate the risks and share them between the public and private sectors.

- **Advising on the development of tender documentation;**

SSD will provide advice on developing tender documentation (to include specifications, schedules of requirements and terms and conditions) designed to ensure the objectives of the Department are met. SSD professionals will ensure the tender documents encourage competitive supply and do not place an undue burden on prospective tenderers.

- **Overseeing the evaluation process and supplier selection**

SSD will act as a non-scoring advisor ensuring the evaluation process is fair and transparent and that all tenderers are treated equally. SSD staff will support the probity of the evaluation, ensuring the criteria, weightings and scoring indicators are applied as published, acting as a non-scoring adviser to the evaluation panel and undertaking the commercial evaluation of bids.

- **Management of clarifications, debriefs and award processes**

SSD will ensure that all clarifications are managed appropriately and in a timely and professional manner on behalf of the Department and that the debriefing of tenderers and notification of the contract award is carried out in a compliant, accurate and prompt manner. When required, SSD will assist the Department in responding to any post award challenges or queries relating to the contract and will manage supplier complaints in accordance with the SSD Complaints Procedure.

- **Carrying out contract monitoring and management, where required**

SSD will work with the Department to agree and specify the roles for contract management and monitoring which will be set out in the Contract Monitoring Schedule. SSD will assist with any contractual issues which cannot be resolved by the Department. SSD will facilitate publication of any mandatory notices required under procurement legislation on the Central Digital Platform.

- **Provide Procurement Advice**

SSD will provide ad hoc procurement advice to the Department in accordance with CPD Customer Service Standards⁵. Specifically, SSD will acknowledge all formal

⁵ <https://www.finance-ni.gov.uk/articles/cpd-customer-service-standards>

correspondence upon receipt and follow-up with a full reply within 5 working days. This will also apply to advice in respect of a Direct Award Contract (DAC) and contract management queries.

In addition to procurement advice given during a specific project, SSD will provide an ad hoc procurement advice service and will also feed into the Commercial Case of the Five Step Business Case Model as required.

- **Advising on External Procurement Correspondence**

SSD will advise the Department if it receives correspondence or queries about a matter relating to the Department.

11. Construction Division

11.1 Construction Division (CD) provides a centralised construction procurement and delivery service for capital projects and programmes typically **over £500k⁶**. CD also provides advice, guidance and support in relation to grant funded projects. Typically, projects can take the form of new buildings, extensions, major refurbishments and infrastructure projects.

Capital funded projects

11.2 CD can provide the Department with a full turnkey service, providing support from the very initial idea that a construction related project is required to agreeing the final account. This service is flexible and can be tailored to suit the Department's needs. For some projects a full design and construction procurement service may be required while for others, specific procurement advice or guidance may be more appropriate.

11.3 CD will work collaboratively with the Department to take projects forward not only through the development, procurement and construction stages, but during the whole lifespan of the building. This long-term commitment to the Department, means that CD staff are focused on making sure that the construction workstream of each project meets the Department's expectations.

11.4 CD will provide the Department with specialist expertise across a wide range of activities including, but not limited to:

⁶ Projects with a value below £500k will be usually be taken forward by Property Services Division.

- asset management and development of estate strategies;
- client advisory;
- project management;
- brief development;
- programming;
- budget and whole-life costing;
- commercial input into business case development;
- feasibility studies;
- planning;
- multidisciplinary design;
- carbon reduction;
- value engineering;
- risk management;
- development of procurement and contract strategies;
- early market engagement;
- preparation of procurement documentation;
- administration of tender process;
- assessment of tenders;
- award of contracts;
- management and modification of contracts;
- health and safety;
- demolition;
- supervision of construction works; and
- clearance of defects and settlement of final account.

11.5 Further information on CD can be found at the link below:

<https://www.finance-ni.gov.uk/articles/construction-procurement-services>

Grant funded projects

11.6 It is recognised that grant funded construction projects can present significant risks to the Department and it may therefore wish to seek advice from CD when grant funding is to be used to commission a construction project.

11.7 CD can provide services designed to mitigate the risk of grant recipients not successfully delivering construction projects which would result in the Department not realising its business case benefits or achieving value for money from its grant funding. The services CD can provide includes advice on:

- commercial aspects of the business case;
- appropriate technical requirements for inclusion in the Letter of Offer;
- how the project will deliver on the Department's commitments to climate change;
- governance, approvals, risk management, resourcing, reporting, change controls processes, etc;
- grant recipient's appointment of consultants to manage the project and design the works in a way that will realise the business case benefits for the Department;
- grant recipient's management of the consultant contract including contract changes and grant eligible costs;
- project costs, programme, risk allowances and inflationary impacts on the Department's budget;
- grant recipient's appointment of a contractor to construct the works in a way that will realise the business case benefits for the Department;
- grant recipient's management of the works contract including contract changes and grant eligible costs; and
- final grant eligible costs.

Local Operating Agreements

11.8 CD will develop Local Operating Agreements (LOAs) for discrete services outside this MOU. The LOA may include relevant key performance indicators developed in consultation with the Department for the delivery of specific services.

12. Property Services Division

12.1 Property Services Division (PSD) provides a centralised hard facilities management (FM) service for property maintenance including works projects up to **£500k** in value.

12.2 PSD will provide property maintenance services including; planned preventive maintenance, reactive maintenance and remedial works as well as the delivery of projects up to the value of £500k. Alongside support for building management services (BMS) and services to clients to assist with their responsibilities with regard to fire safety and management of asbestos.

12.3 PSD will deliver its services through Pan Government Collaborative Frameworks and Contracts. This will enable it to centralise a comprehensive maintenance service provision for work orders across a wide and varied client base.

12.4 PSD services will include;

- Provision of reactive maintenance support, including as an escalation point
- Providing clients with technical advice on PPM related matters
- Developing a maintenance strategy for building assets and work with suppliers to develop a maintenance schedule
- Onboarding Client's new assets to the property maintenance framework
- Updating asset information, reviewing technical information provided by supplier and where advised new assets installed
- Providing professional and technical advice on more complex remedial orders at the request of clients
- Undertaking the feasibility, design, coordination and contract management of property refurbishment and construction projects up to a value of £500k (small / minor works projects)
- Providing Professional & Technical advice to clients on construction and procurement delivery options available
- Managing supplier performance and projects in accordance with the relevant contractual requirements (this includes but is not limited to leading the Tier 1 and Tier 2 supplier meetings)
- Appointment of consultants and contractors through CPD procurement strategies
- Administration of property maintenance framework

- Advising Clients on best practice requirements for space planning, office standards, contract delivery and the recycling & re-use of furniture
- Providing advice and assistance with heating, ventilation & air condition systems queries
- Procurement of or in house delivery of fire safety risk assessments
- Undertaking Reported Fire Occurrence Inspections and Reports
- Providing advice to duty holders in relation to asbestos management

12.5 PSD has the following branches and units which support the delivery of these works to clients:

- 3 multi-disciplinary teams, comprising of expertise in architecture, project management, building surveying, mechanical engineering and electrical engineering;
- Property maintenance team;
- Quantity surveying team;
- Quality, Customer and Business operations team including support for the Asset Management and Projects System (AMPS);
- Fire Safety unit;
- Asbestos Management unit;
- Supplies and Store unit; and
- Building Management systems unit.

12.6 Further information on the services provided by PSD can be found in the links below;

- [PSD Clients Roles and Responsibilities](#)
- [PSD Key Services and Contact Points](#)
- [PSD Summary Guidance for Premises Officers & Budget Holders](#)

13. Commercial Delivery Group

13.1 The Commercial Delivery Group (CDG) provides assurance services and training for Programme and Project teams and coordinates the Forum of Departmental Portfolio, Programme and Project Offices (P3Os).

- 13.2 CDG will facilitate Gateway reviews and other programme/project assurance for the Department and its Arms-Length Bodies (ALBs). It will do this through a Framework of leading programme and project assurance specialists to provide assurance advice to Senior Responsible Owners (SROs) and project teams.
- 13.3 Operating the lead P3O CDG will provide advice and guidance to the Department's P3O and will invite the Department to the P3O Forum, which brings together P3O teams from across the NICS to ensure a standard approach for P3O functions and to identify and share best practice and lessons learned.
- 13.4 CDG will facilitate Senior Responsible Owner (SRO) Masterclasses using the services of external experts.
- 13.5 CDG will facilitate assurance training to the Departments project teams and ALBs to upskill them in their assurance knowledge and skills. This will be done by offering Gateway Overview training and Internal Peer Review training.
- 13.6 CDG will organise networking and knowledge sharing events for the Departments SROs, Project staff and Contract Managers to provide an opportunity for staff to discuss key matters affecting their roles and responsibilities.
- 13.7 CDG may collect data on Major Programmes and Projects from the Department and its ALBs to provide regular reports to the NICS Board.
- 13.8 CDG will signpost the Departments staff to training and development opportunities to assist the Department in developing Project Capacity and Capability.
- 13.9 CDG charges for SRO Masterclass and IPR Training, as well as Gateway Reviews; we provide information on our charges on the DoF website:

- Gateway Reviews

<https://www.finance-ni.gov.uk/articles/gateway-review-teams-charges>

- SRO and IPR Training

<https://www.finance-ni.gov.uk/topics/commercial-delivery-group-training-support>

Part Three – Key Performance Indicators

14. CPD Key Performance Indicators (KPIs)

- 14.1 The CPD KPIs can be viewed on the DoF website (<https://www.finance-ni.gov.uk/publications/construction-procurement-delivery-cpd-key-performance-indicators-kpis>).
- 14.2 The KPIs apply to routine projects. Where a project is deemed to be complex (including collaborative arrangements), CPD will agree the performance indicators for each project with the Client.
- 14.3 CPD and the Department will jointly monitor the performance of projects against the KPIs.

Part Four: Public Procurement Policy Statement

15. Background

15.1 The [Public Procurement Policy Statement](#) was approved by the Executive on 5 June 2025 and replaces the 2002 Public Procurement Policy Document.

15.2 The Policy Statement outlines four key principles underpinning procurement activity and establishes 21 strategic objectives, ambitions and targets which will drive significant change in how public procurement operates here.

15.3 The four key principles are:

- Accessibility (AP) - making public contracts open and proportionate to ensure local businesses can compete for these. There are **4 AP** objectives;
- Efficiency and Effectiveness (EP) - demonstrating the procurement function is achieving best value for money and has the appropriate capacity and capability. There are **5 EP** objectives;
- Social Value (SVP)- ensuring social value is embedded within the culture of the procurement function and can demonstrate social, economic and environmental considerations are being maximised through procurement spend. There are **6 SVP** objectives; and
- Transparency (TP)- ensuring citizens know how public money is being spent. There are **6 TP** objectives.

15.4 The **21** Strategic Objectives place responsibilities on the Department and CPD.

16. Roles and Responsibilities

16.1 Every department is required to provide information to their Permanent Secretary to evidence how it is achieving the Executive's Strategic Objectives within the Public Procurement Policy.

16.2 Permanent Secretaries will provide an assurance statement to evidence compliance with the Policy Statement.

16.3 The table below sets out the **twelve** Departmental actions; the **eight** CPD actions and the **one** action attributed to the Strategic Investment Board (SIB).

Responsibilities for Departments – (i.e. CPD cannot provide this information)

Ref No.	Objective	Action	Applicability Descriptor	Transition Timescale	Date Due
AP3	Suppliers will be paid on time	Suppliers/Contractors must be paid promptly and within the maximum period of 30 days from receipt of an invoice in compliance with the Procurement Act 2023	This applies to all contracts	In accordance with the Procurement Act 2023 (as amended)	February 2025
EP5	Strong financial controls will be in place to safeguard public money with regard to contract expenditure	Strong financial controls must be in place to allow contract expenditure and contract expiry dates to be monitored. A contracts register must be maintained by Departments to ensure appropriate monitoring of expenditure is embed	This applies to all contract expenditure	Within 6 months of the publication of the PPPS	December 2026
SVP1	Social value is an integral part of the procurement strategy	Social, environmental and economic objectives must be explicitly referenced in businesses cases and procurement strategies. Procurement Strategies must also be based on an Ethical Procurement Policy guided by International best practice set out in the UN Guiding Principles on Business and Human Rights, OECD Guidelines for Multinational Enterprises, and the Global Sullivan Principles (1999)	Social Value and ethical procurement policy considerations must be applied to all contracts over the UK threshold. The thresholds for scoring Social Value are included in the Procurement Policy Note (PPN) 01/21	With immediate effect	
SVP2	Market engagement, where appropriate, will be carried out to ensure Social Value requirements do not negatively impact on SMEs, Micro Businesses or SEs	Departments, or their respective CoPE, must carry out market engagement, where appropriate, to ensure Social Value requirements do not negatively impact on the ability of SMEs, SEs and micro businesses to tender or deliver the contract	This applies to all contracts which fall under the scope of PPN 01/21 – Social Value in Procurement or PPN 02/21 – Procurement of Social and Other Specific Services	With immediate effect	

SVP4	Grant funding will be used, where appropriate, to commission community or social services, where this is permissible and will achieve the best outcome	Departments, or their respective CoPE, must consider using grant funding for social, community or health services where capacity and capability exists in the Voluntary, Community and Social Enterprise (VCSE) sectors and where Best Value for Money and social outcomes can be delivered by commissioning with the relevant sectors through grant funding as opposed to procurement spend	This applies to services in the social, community or health sectors above or below the UK threshold	Within 6 months of the publication of the PPPS	December 2025
SVP5	Engagement will be undertaken, where appropriate, with the community on relevant works projects	Departments should ensure, where appropriate, effective community engagement occurs at the earliest possible stage in a major works project (i.e. prior to the completion of an outline business case) to ensure impacted communities are consulted on the design and proposed Social Value	This applies to works projects with an estimated value over £20m which have the potential to impact on local residents or communities	Within 12 months of the publication of the PPPS	June 2026
SVP6	Where appropriate the impact on Climate and the Environment will be reduced and consideration will be given to Green Jobs	Departments must develop a Green Growth aligned strategy for all public expenditure and consider green jobs at the earliest possible stage	Climate action, the environment and green jobs are considered in the development of all programmes and projects for which there are public funding implications	Within 12 months of the publication of the PPPS	June 2026
TP1	There will be visibility of the pipeline of procurement opportunities over an 18 month horizon	Departments, or their respective CoPE, must publish a pipeline of known procurement competitions on their website. The pipeline must include the following information; <ul style="list-style-type: none"> • Contracting Authority; • Title of the procurement; • A brief description of the contract; and • The estimated date when the tender 	The 18 month pipeline must include details of procurements with an estimated value of £500,000 or over for goods and services and £2m or over for works contracts. The pipeline should be reviewed and updated at least every 6 months	<u>Within 6 months</u> of the publication of the PPPS for all bodies excluding the Department of Health and Health & Social Care NI Bodies which is 20 months following the publication of the PPPS	December 2025

		will be published Additional information may be published to assist suppliers or market to prepare for the tender opportunity			
TP3	There will be visibility of where contracts have been awarded without competition (i.e. Direct Award Contracts)	Departments, or their respective CoPE, must publish details of contracts awarded without competition (i.e. direct award contracts) except where there are security or other relevant considerations	This applies to Direct Award Contracts above the Procurement Control Limits for advertising as outlined in Procurement Policy Note 04/21	Within 6 months of the publication of the PPPS	December 2025
TP4	There will be transparency of any variances between the original contract value and actual spend	By 30 June each year, Departments, or their respective CoPE, must publish on their website and update every year details of contract spend against the original contract awarded value	This applies to goods, services and works contracts over the UK Thresholds	Within 12 months of the publication of the PPPS for all bodies excluding the Department of Health and Health & Social Care NI Bodies, Translink and the Education Authority which are 20 months following the publication of the PPPS	June 2026
TP5	There will be transparency on how CoPEs are complying with the monitoring arrangements in the Executive's Procurement Policy Notes	By 30 June each year, Departments, or their respective CoPE, must report their compliance with the monitoring arrangements for Procurement Policy Notes (PPNs)	This applies to all relevant thresholds outlined in published PPNs	Within 6 months of the publication of the PPPS for all bodies excluding the Department of Health and Health & Social Care NI Bodies and Translink which are 20 months following the publication of the PPPS	December 2026/ August 2027
TP6	There will be transparency of prompt payments to suppliers	At least annually the relevant body (e.g. Department/CoPE) must publish details to demonstrate compliance	All contract spend	Within 6 months of the publication of the PPPS for all bodies	December 2025

		with prompt payment of Contractor invoices as detailed in Procurement Act 2023 (as amended)		excluding the Department of Health and Health & Social Care NI Bodies and Translink which are 20 months following the publication of the PPPS	
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Responsibilities for CPD – CPD will provide the information below to the Permanent Secretary by end April each year to allow for reports to be generated by end June

AP1	The pre-qualification or selection stage for below threshold works procurement competitions will be simplified and streamlined	The pre-qualification or selection stage of procurement competitions for works projects below the UK threshold will be streamlined to reduce the need for suppliers to provide the same information on a regular basis. Financial assessments will be proportionate to the value and risk associated with the delivery of the contract	This applies to procurement competitions above the Procurement Control Limits for advertising	Within 9 months of publication of the Public Procurement Policy Statement (PPPS)	March 2026
AP2	Barriers for SMEs, Micro Businesses and SEs will be reduced	Departments, or their respective CoPEs, must consider potential barriers for SMEs when structuring their procurement strategies. Cashflow is also a key consideration for SMEs. Contracts must be structured to ensure appropriate cash flow in return for tangible benefits	This applies to all contracts	In accordance with the Procurement Act 2023 (as amended)	February 2025

AP4	The prompt payment of invoices to tier one sub-contractors in works contracts will be monitored	Monitoring arrangements must be in place for works contracts over the UK Threshold to ensure visibility of prompt payment to tier one subcontractors	This applies to works contracts over the UK Threshold (£5,372,609 (inc. VAT))	Within 12 months of the publication of the PPPS	June 2026
EP1	Performance Metrics will be defined to demonstrate the efficiency and effectiveness of procurement functions	Appropriate metrics for measuring the performance of CoPEs will be agreed and published on the DoF Website by 30 September 2025	N/A	Within 6 months of the publication of the PPPS	December 2025
EP2	The performance of CoPEs will be monitored and reports will be provided to the relevant oversight body to demonstrate effectiveness and efficiency of the procurement function	Proportionate arrangements will be established to ensure the consistent recording of performance information needed to report against the agreed performance metrics	This applies to all CoPEs	Within 20 months of the agreement of the performance metrics in EP1	August 2027
EP4	Capacity and capability in the procurement function will be improved	A capacity and capability strategy will be developed to attract and retain the procurement skills required to deliver a high performing procurement function focussed on delivery and achieving Best Value for Money through collaboration and co-operation across CoPEs, where appropriate. Performance metrics for capacity and capability will be developed to monitor improvements	N/A	Within 24 months of the publication of the PPPS	June 2027
SVP3	Contracts will be reserved, where appropriate, where the capacity and capability exists in the SE Sector	Departments, or their respective CoPE, must consider reserving contracts in areas where the Voluntary Community and SE Sector has capacity and capability	This applies to areas of spend where the SE sector have demonstrated capacity and capability and where best Value for Money can be achieved by contracting exclusively with the SE sector	Within 6 months of the publication of the PPPS	December 2025
TP2	There will be transparency	By 30 June each year, each CoPE	This applies to procurements	Within 6 months of the	December 2025

	of public procurement activity and how this relates to local suppliers, SMEs, Micro Businesses and SEs	<p>must publish annual statistics to show;</p> <ul style="list-style-type: none"> • Number of contracts awarded; (The number and value of contracts must be broken down by works; goods and services); • Value of contracts awarded; • Number of contracts awarded to SMEs, Micro Businesses and SEs; • Value of contracts awarded to SMEs, Micro Businesses and SEs; • Number of contracts awarded to suppliers based in NI; and • Value of Contracts awarded to suppliers based in NI 	above the Procurement Control Limits advertising threshold awarded in the previous financial year	publication of the PPPS	
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Responsibilities for SIB – SIB will provide the information below to the Permanent Secretary by end April each year to allow for collated reports to be provided by the end of June.

EP3	Metrics to monitor the performance of Major Capital Projects (over £20m) will be developed and regular progress reports will be provided to the NICS Board	Departments must monitor progress on Major Capital Projects (over £20m) against the timescale and cost outlined in the Final Business Case and provide reports for the NICS Board on a six monthly basis	This applies to projects with a total contracted cost of over £20m	Within 12 months of the publication of the PPPS	June 2026
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Schedule 1 – List of Sponsored Bodies

[insert names of sponsored bodies for this Department which are permitted to use CPD services]

SAMPLE

Schedule 2 - Parties to the Agreement and Departmental Customer Representative

This Agreement is made between CPD and [insert name of Department]

Agreed on behalf of [insert name of Department]:

NAME:

POSITION:

DATE:

Agreed on behalf of CPD:

NAME:

POSITION:

DATE:

Departmental Customer Representative

NAME:

Tel:

Email:

Schedule 3 – Data Processing & GDPR Agreements

1. Introduction

- 1.1 This agreement covers the sharing of personal information between the Department and CPD in relation to the services outlined in this MOU.
- 1.2 Within the terms of the Data Protection Act, DoF is registered as a Data Controller. CPD is a business area within DoF and, for the purpose of this Agreement, the term CPD is synonymous with DoF.

2. Purpose

Procurement process

- 2.1 During the course of the procurement process it may be necessary to share personal information regarding a supplier in order to advance procurements and award contracts. For example, a sole trader may have provided their home address when tendering. This is personal information which CPD may be required to share with evaluation panel members who are external to the organisation. Contract award information (including a supplier's address) is also published on the DoF website and the UK Find a Tender Service (FTS) (for above Threshold competitions).

Computer Aided Facility Management (CAFM) system for Property Maintenance

- 2.2 To utilise the DoF CAFM system a user profile is developed, which will contain limited non sensitive personal data such as the name and the email address of premise officers, budget holders and supplier operatives including sub-contractor operatives. This is necessary to allow the processing of requests to be submitted, actioned and accounts processed.

Construction Information Management System (CIMS)

- 2.3 To utilise the DoF CIMS system a user profile is developed, which will contain limited non sensitive personal data such as the name and the email address of the Project Sponsor and other project representatives, supplier operatives including sub-contractor operatives. This is necessary to allow projects to be managed, approvals to be issued and payments processed.

Information use

- 2.4 CPD and the Department will use the personal information only for the purposes set out in paragraph 2.

3. Legal Basis for Data Sharing

Procurement

- 3.1 The powers to share data are implied within the following legislation:

- i. The Procurement Act 2023 which states under Part 1 (3):

“In this Act, a reference to a contracting authority carrying out a procurement or covered procurement is a reference to a contracting authority carrying out a procurement or covered procurement;

(a) on its own behalf, including where it acts jointly with or through another person other than a centralised procurement authority, and (b) if the contracting authority is a centralised procurement authority:

(i) for or on behalf of another contracting authority, or (ii) for the purpose of the supply of goods, services or works to another contracting authority.

CPD is defined as a “centralised procurement authority” under the Act, meaning a contracting authority that is in the business of carrying out procurement for or on behalf of, or for the purpose of the supply of goods, services or works to, other contracting authorities; and within the Executive’s Public Procurement Policy Statement (PPPS).
- ii. The Northern Ireland Act 1998 which states the “functions conferred on a Northern Ireland Department by an enactment passed or made before the appointed day shall, except as provided by an Act of the Assembly or other subsequent enactment, continue to be exercisable by that Department”.

Processing Data

CAFM system for Property Maintenance

- 3.2 The processing is necessary for exercising statutory governmental or other public functions. Departments have a statutory requirement and legal obligation under the Health and Safety at Work (NI) Order 1978 to maintain properties within the public

sector, use of the CAFM system is required to administer the required frameworks for property maintenance. The processing is necessary for the management of the contracts in compliance with Managing Public Money NI.

Construction Information Management System (CIMS)

- 3.3 The processing is necessary for exercising statutory governmental or other public functions to comply with the Procurement Act 2023 and for the management of contracts in compliance with Managing Public Money NI.

4. Data to be Shared

eTendersNI

- 4.1 The eTendersNI procurement portal contains supplier details obtained during the registration process. The supplier is responsible for the accuracy and completeness of the personal information provided as part of registration.
- 4.2 DoF is the Data Controller of this supplier information. CPD is responsible for processing this data within the procurement portal and for making the data available to Departments as part of the procurement process.
- 4.3 The portal is also used to manage procurements enabling contracting authorities to advertise procurement opportunities, receive tenders and award contracts. Information obtained during the tendering process can include details of qualifications and experience, employment history and financial details of the economic operator.
- 4.4 The Department is the Data Controller of this information. CPD is responsible for processing this data within the procurement portal and for making the data available to the Department as part of the procurement process.
- 4.5 Personal data can also be exchanged between the Department and CPD. For example, when services are to be tendered for the first time and employees will be required to transfer to the new service provider in accordance with the provisions under TUPE (Transfer of Undertakings Protection of Employment). Personal information can include details of employment, skills, salary and pensions.
- 4.6 In this case the owner of the data is the Department and CPD is responsible for processing the data.

CAFM system for Property Maintenance

- 4.7 The CAFM system known as the Asset Management Property System (AMPS) contains non sensitive personal data including names and email addresses of users of the system. Clients and Suppliers are responsible for the accuracy and completeness of the personal information provided to facilitate their becoming a system user.
- 4.8 DoF is the Data Controller of this client and supplier information. CPD is responsible for processing this data within the CAFM system.
- 4.9 The CAFM system is a common platform to manage the property management and maintenance services delivered and managed by CPD, it is utilised by client representatives (inc. Premises officers and Budget Holders), CPD, Integrated consultant teams, contractors and suppliers.
- 4.10 It is used to request and process and manage through their lifecycle service requests for reactive maintenance, planned preventative maintenance, remedial works and small projects up to £500K. It is also used to process ICT , SSU, Asbestos and FRA procurements.
- 4.11 The CAFM system has been configured to allow authorised access to clients (Premises Officers and Budget holders) directly to the maintenance data for their business areas.

Construction Information Management System (CIMS)

- 4.12 CIMS contains non-sensitive personal data including names and email addresses of users of the system. Clients and Suppliers are responsible for the accuracy and completeness of the personal information provided to facilitate their access to the system.
- 4.13 DoF is the Data Controller of this Client and Supplier information. CPD is responsible for processing this data within the CIMS system.
- 4.14 The CIMS system is a common platform to manage the procurement and delivery of contracts by CPD. It is utilised by Client representatives (inc. Project Sponsors and their representatives), suppliers (consultants and contractors) and CPD.

4.15 It is used to record and manage service requests for advice and procurement services from CPD and to manage projects through their lifecycle.

4.16 CIMS has been configured to allow authorised access by Clients, Suppliers and CPD.

5. Responsibilities of each party

- i. Each party will comply with the seven data protection principles of the UK GDPR in all its processing of the personal information being shared.
- ii. Each party will take all reasonable steps to protect information it handles and stores (data in transit/data at rest).
- iii. CPD will within its responsibilities as Data Controller of information provided by suppliers, consider the classification of information processed under the Government Protective Marking Scheme (GPMS). The personal information to be shared will be protectively marked as OFFICIAL SENSITIVE along with other information which may fall into this category for security/public safety or other reasons.
- iv. Each party will ensure only staff with a legitimate need are given access to personal information. This should be monitored and reviewed to ensure such staff are fully trained and made aware of their responsibilities under the DPA.
- v. Each party must have a retention and disposal policy in place. Retention and Disposal of all information processed by CPD will be in line with the DoF schedule of disposal as notified to the NI Executive. Secure disposal at a technical level will be provided by the CPD Information Systems services team under contract with a service provider.
- vi. All personal information received by the Department during the procurement process should be securely disposed of at the date of Contract Award. CPD will issue contract documentation and details of relevant disposal periods to be applied. The Department must observe these timescales.
- vii. Where either CPD or the Department is responsible for providing relevant personal information to external bodies it will stipulate appropriate security controls over handling and disposal in a Transfer Notification/Signed Statement in order to safeguard the personal information.

- viii. CPD must be notified immediately of any incident involving a breach of the security or loss of personal information by the Department. If there is a breach by CPD of personal data supplied by the Department, the Department must be notified immediately.
- ix. In the event of an incident or breach, the responsible Information Asset Owner will carry out an investigation with the relevant Departmental Data Breach Management Plan.

6. Security

- 6.1 Both parties will take appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss, destruction or damage to personal information.
- 6.2 The CPD tendering system will be password protected.
- 6.3 The Department is responsible for the input and maintenance of their user details and the associated email addresses registered on the CPD tendering system. Email addresses and user details can be appropriately anonymised by the Department.
- 6.4 All documents stored on the NICS Content Management (CM) platform will have their security access restricted to the appropriate staff.

CAFM system for Property Maintenance

- 6.5 Authorised users of the CAFM system will log on using their unique username and password, access is restricted to the functions and services associated with their user profile.
- 6.6 Users will only be able to view or action tasks for their own business areas
- 6.7 Two factor authentication is in place for all administration users to ensure only authorised privileged users can access to update the data.
- 6.8 The AMPS system is subject to an IT Health Check as required, currently on an annual basis.

Construction Information Management System (CIMS)

- 6.9 Authorised users of CIMS will log on using their unique username and password, access is restricted to the functions and services associated with their user profile.
- 6.10 Users will only be able to view or action tasks for their own business areas.
- 6.11 Two factor authentication is in place for all users.
- 6.12 The CIMS system is subject to an IT Health Check as required, currently on an annual basis.

SAMPLE

Schedule 3 – Annex A Joint Data Controller MOU for the UK Central Digital Platform



2025-01-09 - JOINT
CONTROLLER MOU

SAMPLE

Annex A Notices for Procurements Above the UK Procurement Threshold

Introduction

Under the Procurement Act 2023 and associated regulations, which came into effect on 24th February 2025, contracting authorities are required to publish several types of notices at various stages of the procurement process. The key objectives for the additional notices is to enhance transparency and accountability in public procurement. Each new procurement could require the publication of up to 14 procurement notices during its lifecycle.

Implications of Notice Publication

The introduction of these notices holds several key implications for both contracting authorities and private sector tenderers. For contracting authorities, adhering to these publishing requirements ensures that the procurement process is open to scrutiny, fostering public trust and confidence. For private sector tenderers, it offers an opportunity to understand and challenge the procurement process in appropriate cases creating a more level playing field. Failure to publish any mandatory notice may cause a technical breach of the Regulations.

These notices include:

1. Preparation stage

Planned Procurement Notice: this notice is optional and intends to show that a public body intends to publish a tender notice in the future.

Preliminary Market Engagement Notice: if a contracting authority wishes to undertake prior market engagement, they are required to publish a Prior Market Engagement Notice or provide reasons for conducting prior market engagement in the tender notice. This is a change from the former Public Contracts Regulations 2015 (“PCRs”) which did not require, but allowed, the publication of such notice.

2. Procurement stage

Tender Notice: where a contracting authority wishes to award a public contract via a competitive procedure, then the publication of a Tender Notice is mandatory and commences the procedure. This is the equivalent to the current contract notice under the former PCRs and the UCRs.

Transparency Notice: if a public body contracting authority wishes to make a direct award, it is mandatory to publish a Transparency Notice. Under the previous regime this was voluntary.

Procurement Termination Notice: subject to certain exceptions, including private utilities contracts, it is mandatory to publish a Termination Notice. This is the case if, after publishing a tender or transparency notice, the contracting authority decides not to award the contract.

3. Contract award

Contract Award Notice: this is a mandatory notice published at conclusion of the procurement stage and before entering the contract. It sets out the contracting authorities' intention to award a public contract. Contracting authorities are required to provide a summary of the contract to each supplier similar to the current standstill letter but satisfying the new requirements in the Act before publishing the contract award.

Contract Details Notice: once a contract has been awarded it is mandatory to publish this notice.

4. Contract Performance Stage

Contract Change Notice: it is mandatory for a contracting authority to publish this where it enters into an above-threshold modification to a contract already awarded. This imposes a far wider requirement compared to the requirements under the former PCRs. The old regime only requires contract modification notices in limited circumstances. However, no notice is required where the modification does not increase or decrease the value of the contract in the case of supply for goods and services contracts, by 10% or less or, in the case of works contracts, 15% or less.

Contract Termination Notice: there is a new requirement under the PA2023 to publish a notice of contract termination within 30 days of the contract termination date, whether termination is due to expire or otherwise.

Contract Performance Notice: subject to certain exceptions, including the award of utility contracts where a contracting authority has included Key Performance Indicators ("KPIs") in contracts with a value of over £5m, the contracting authority must publish its assessment of the supplier's performance against those KPIs at least once every year. This must include information about breaches of contract or poor performance.

List of Abbreviations

ALBS	Arms-Length Bodies
AMPS	Asset Management Property System
CAFM	Computer Aided Facility Management
CoPE	Centre of Procurement Expertise
CD	Construction Division
CPD	Construction and Procurement Delivery
DCR	Departmental Customer Representative
DoF	Department of Finance
FOI	Freedom of Information
GDPR	General Data Protection Regulations
KAM	Key Account Manager
KPI	Key Performance Indicators
MEAT	Most Economically Advantageous Tender
MoU	Memorandum of Understanding
NICS	Northern Ireland Civil Service
P3O	Portfolio Programme and Project Office
PSD	Property Services Division
PPN	Procurement Policy Notes
PQQ	Pre Qualification Questionnaire
SME	Small and Medium Sized Enterprise
SRO	Senior Responsible Owner
SSD	Supplies and Services Division
VCSE	Voluntary Community and Social Enterprise