

BS EN 16114:2011



BSI Standards Publication

Management consultancy services

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National foreword

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The UK participation in its preparation was entrusted to Technical Committee SVS/1/3, Management consultancy services.

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ISBN 978 0 580 69606 0

ICS 03.080.20

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This British Standard was published under the authority of the Standards Policy and Strategy Committee on 31 October 2011.

Amendments issued since publication

Date	Text affected
<hr/>	

EUROPEAN STANDARD
NORME EUROPÉENNE
EUROPÄISCHE NORM

EN 16114

September 2011

ICS 03.080.20

English Version

Management consultancy services

Services de conseil en management

Unternehmensberatungsdienstleistungen

This European Standard was approved by CEN on 13 August 2011.

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EUROPEAN COMMITTEE FOR STANDARDIZATION
COMITÉ EUROPÉEN DE NORMALISATION
EUROPÄISCHES KOMITEE FÜR NORMUNG

Management Centre: Avenue Marnix 17, B-1000 Brussels

Contents

Page

Foreword.....	4
Introduction.....	5
1 Scope	6
2 Normative references.....	6
3 Terms and definitions	7
4 Principles.....	9
4.1 General.....	9
4.2 Policies	10
4.2.1 Regulatory framework.....	10
4.2.2 Communication.....	11
4.2.3 Ethics	11
4.2.4 Corporate Social Responsibility	11
4.2.5 Capability.....	11
4.2.6 Quality.....	11
4.2.7 Guarantees	11
4.2.8 Health and safety.....	11
4.3 Ongoing evaluation and improvement.....	11
5 Offering.....	12
5.1 General.....	12
5.2 Purpose.....	12
5.3 Input	12
5.4 Outcome	13
5.5 Contents	13
5.5.1 General.....	13
5.5.2 Context.....	13
5.5.3 Services and deliverables.....	13
5.5.4 Approach and work plan.....	14
5.5.5 Roles and responsibilities	14
5.5.6 Terms and conditions	15
6 Execution.....	15
6.1 General.....	15
6.2 Purpose.....	15
6.3 Input	15
6.4 Outcome	15
6.5 Contents	16
6.5.1 General.....	16
6.5.2 Refining the agreed work plan	16
6.5.3 Implementing the work plan	16
6.5.4 Assignment management and monitoring.....	16
6.5.5 Approvals and acceptance	18
7 Closure.....	18
7.1 General.....	18
7.2 Purpose.....	18
7.3 Input	18
7.4 Outcome	18
7.5 Content	19
7.5.1 Legal and contractual matters.....	19
7.5.2 Final evaluation and improvement.....	19

7.5.3	Administrative matters.....	20
7.5.4	Communication	20
7.5.5	Outstanding minor issues.....	20
Annex A (informative) Examples of ethical guidelines for MCSPs		21
Annex B (informative) Examples of values for MCSPs		22
Annex C (informative) Examples of content of a corporate social responsibility statement.....		23
Annex D (informative) Examples of evaluation criteria.....		24
Bibliography.....		25

Foreword

This document (EN 16114:2011) has been prepared by Technical Committee CEN/TC 381 "Project Committee - Management consultancy services", the secretariat of which is held by UNI.

This European Standard shall be given the status of a national standard, either by publication of an identical text or by endorsement, at the latest by March 2012, and conflicting national standards shall be withdrawn at the latest by March 2012.

Attention is drawn to the possibility that some of the elements of this document may be the subject of patent rights. CEN [and/or CENELEC] shall not be held responsible for identifying any or all such patent rights.

According to the CEN/CENELEC Internal Regulations, the national standards organizations of the following countries are bound to implement this European Standard: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and the United Kingdom.

Introduction

The Treaty of Lisbon and the issue of the Services Directive 2006/123/EC show that Governments are determined to create a 'borderless' market for services. To support this strategy, CEN is establishing a set of 'service standards'.

Management consultancy services make a substantial contribution to the European economy. To promote and develop a single market for management consultancy services, the industry and its stakeholders have created this service standard.

The aim of this standard is to improve transparency and understanding between clients and management consultancy service providers (hereinafter referred to as MCSPs). This should lead to better results from consultancy projects and reduce barriers to cross-border trade in management consultancy services.

Successful application of the standard should enable MCSPs to provide better value for clients and reduce risk in management consultancy assignments. By improving the quality, professionalism and interoperability of management consultancy, this standard is intended to enhance the effectiveness of the European management consulting industry and accelerate the development of the profession.

This standard is based on good practice from the management consultancy industry in Europe. It includes recommendations to improve the specification, execution, acceptance and closure of management consultancy services, based on research and the experience of a wide range of MCSPs and their clients.

This standard takes the form of an easy-to-understand guidance document, written from the perspective of the service provider. It applies to all MCSPs, whatever their size or specialism, but does not place requirements or obligations on individuals.

Innovation and differentiation are important parts of an MCSP's value proposition. The standard focuses only on the outputs and outcomes; MCSPs are free to use their own methods and approaches.

In summary, the guiding principles of this Standard are that it:

- a) is written as guidance;
- b) does not require certification;
- c) focuses on MCSPs, not on clients;
- d) focuses on MCSPs, not individual internal resources;
- e) is applicable to all MCSPs;
- f) is based on outcomes;
- g) protects innovation and differentiation;
- h) emphasises importance of understanding clients needs;
- i) is easy to understand.

1 Scope

This European Standard gives guidelines for the effective delivery of management consultancy services.

This European Standard is applicable to all MCSPs: public and private companies, government entities, not-for-profit organizations and internal consultancy units, regardless of their ownership, structure, size or specialism.

This European Standard applies to any type of assignment for any type of client. It does not place any obligations on the client.

This European Standard provides recommendations for carrying out management consultancy services, including:

- legal and ethical matters (see Clause 4);
- management, communications and evaluation (see Clause 4);
- client relationships (see Clause 4);
- proposal and agreement (see Clause 5);
- planning and execution (see Clause 6);
- closure of the assignment (see Clause 7).

This European Standard is independent from other normative or regulatory documents, such as:

- provision of support to small businesses (see CEN/TS 99001);
- quality management systems (see EN ISO 9001:2008);
- public procurement (see Public Procurement Directive 2004/18/EC).

This European Standard does not impose upon or interfere with any contractual obligations or intellectual property rights. Also, it does not require or imply a need for third-party certification. It is not intended for certification, regulatory or contractual use, and it is not intended nor designed to be used as the basis for any personal or organizational qualification.

Any offer to certify, or claims to be certified, to this European Standard would be a misrepresentation of the intent and purpose and a misuse of this European Standard. As this European Standard does not contain requirements, any such certification would not be a demonstration of conformity with this European Standard.

It is not intended to provide a basis for legal actions, complaints, defences or other claims in any international, domestic or other proceeding, nor is it intended to be cited as evidence of the evolution of customary international law.

2 Normative references

Not applicable.

3 Terms and definitions

For the purposes of this document, the following terms and definitions apply.

NOTE Defined terms are in bold.

3.1

agreement

formal legally-binding **outcome** from the **offering** phase, defining the **assignment**, consisting of terms and conditions, the **requirements** and the purpose of the **assignment**

3.2

assignment

service to be provided by the **MCSP** to the **client** as described in the **agreement**

NOTE An **assignment** is typically performed as a **project** by the **MCSP**.

3.3

client

organization or person that is the recipient of the **management consultancy services** supplied by the **management consultancy service provider**

NOTE The definition is adapted from the one of “customer” given in EN ISO 9000:2005, applied to this context.

3.4

closure

last phase in the **assignment**

3.5

communication

maintenance between the **MCSP** and the **client** of clear and systematic flow of information

3.6

corporate governance

system by which an **organization** makes and implements decisions in pursuit of its objectives

[ISO 26000:2010]

3.7

deliverable

output

tangible item produced by the **MCSP** as part of an **assignment**

NOTE For example a report, a plan, a document.

3.8

enterprise

entity engaged in an economic activity, irrespective of its legal form; this includes self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity

[Commission Recommendation C(2003) 1422]

[CEN/TS 99001:2008]

NOTE This includes public sector entities, NGOs, charities and local governments.

3.9

execution

performance of the **management consultancy service**

3.10

management consultancy service, MCS service

set of multidisciplinary activities of intellectual work, within the field of management activities, which aim to create value or promote changes, by providing advice or solutions, by taking actions or by producing deliverables

3.11

management consultancy service provider, MCSP

enterprise providing **management consultancy services**

3.12

offering

set of activities aimed at reaching an **agreement** to provide **MCS**, excluding supplier selection and pre-sale activities

NOTE See 5.1.

3.13

outcome

result of a process or an action which refers to something valuable for the enterprise

NOTE For example an improvement of profitability or value of an indicator.

3.14

organization

group of people and facilities with an arrangement of responsibilities, authorities and relationships

[EN ISO 9000:2005]

3.15

process

set of interrelated or interacting activities which transforms inputs into **outputs**

[EN ISO 9000:2005]

3.16

project

unique **process**, consisting of a set of coordinated and controlled activities with start and finish dates, undertaken to achieve an objective conforming to specific **requirements**, including the constraints of time, cost and resources

NOTE An individual project can form part of a larger project structure.

[EN ISO 9000:2005]

3.17

project governance

framework by which a project is directed and controlled

NOTE 1 Project governance includes aspects such as defining the management structure; the policies, processes and methodologies to be used; limits of authority for decision making; stakeholder responsibilities and accountabilities; and interactions such as reporting and the escalation of issues or risks.

NOTE 2 The responsibility for maintaining the appropriate governance of a project is commonly assigned to a project “sponsor” or “leader” or a project steering committee.

3.18

project management

direction of the **project** under the authority of **project governance**

NOTE It is the application of methods, tools, techniques and resources to the management of a project. Project management includes the integration of the various phases of the project life cycle. Project management is accomplished through processes.

3.19

requirement

need or expectation that is stated, generally implied or obligatory

NOTE “Generally implied” means that it is custom or common practice for the organization, its customers and other interested parties, that the need or expectation under consideration is implied.

[EN ISO 9000:2005]

3.20

stakeholder

individual and/or organization that is actively involved in the **assignment** or whose interest may be affected as a result of execution or completion of the **assignment**

4 Principles

4.1 General

This European Standard is structured to reflect the typical phases of a consultancy assignment. It also describes (see 4.2 and 4.3) a guiding policy framework, and includes guidelines for ongoing evaluation and improvement.

Offering phase: The first phase of a consultancy assignment is Offering. The MCSP and the client reach a clear agreement on the service to be provided and commit to working together. Transparency is critical to avoid misunderstanding and minimise risk.

Execution phase: Once agreement has been reached, the second phase of the assignment is Execution. The MCSP implements the service, following the agreed approach and plan. To achieve a mutually positive outcome, the MCSP and the client need to collaborate with confidence, fairness and mutual respect.

Closure phase: The final phase is Closure. After completion of the deliverables and assessment of the outcomes, the assignment is completed by resolving any open items and meeting all contractual and legal obligations. It is critical that the MCSP gains acceptance from the client that the assignment is complete.

Clauses 5, 6 and 7 give more details about each of these phases.

See Figure 1.

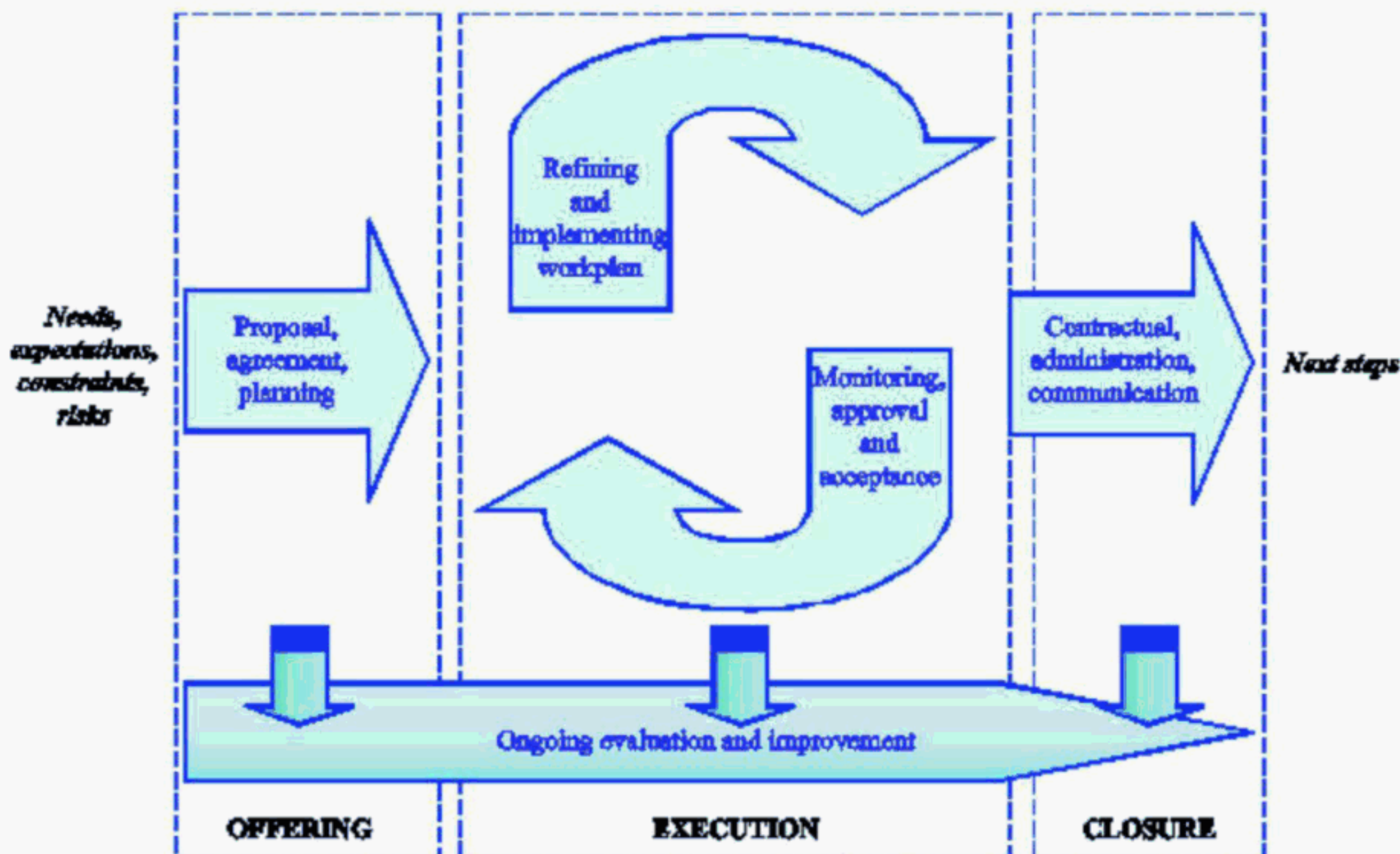


Figure 1 — Approach

4.2 Policies

NOTE The contents of policies described in the annexes are examples, not requirements.

4.2.1 Regulatory framework

MCSPs should maintain an appropriate level of awareness of the relevant laws, policies, rules, regulations and standards that govern their services.

To ensure clarity these should be identified, if necessary, in the agreement.

4.2.2 Communication

Clear understanding between the client and the MCSP is critical for the success of the assignment. Effective communication maximizes understanding, creates confidence and minimizes risks.

An effective communication strategy and policy should exist for the duration of the assignment.

4.2.3 Ethics

4.2.3.1 Code of conduct

A professional code of conduct and business ethics should be observed in order to guide the professional conduct of MCSPs. Annex A provides examples of ethical guidelines.

4.2.3.2 Values

A statement of values should exist to guide the professional conduct of MCSPs. Annex B provides examples of values.

4.2.4 Corporate Social Responsibility

A statement of corporate social responsibility should exist to guide the professional conduct of MCSPs. Annex C provides examples of what to include in a corporate social responsibility statement.

4.2.5 Capability

The MCSPs should only accept those assignments that they are able to fulfil in a professional manner in accordance with this European Standard.

If an MCSP has reason to believe that the agreed outcomes of the assignment will not be met within the terms of the agreement, the MCSP should, without delay, inform the client of its findings and renegotiate the agreement.

4.2.6 Quality

The MCSPs should consider preparing a quality plan to anticipate, manage and quantify risks and issues.

NOTE Published quality management standards such as the ISO 9000 series can be useful.

4.2.7 Guarantees

MCSPs should negotiate and agree the conditions of any guarantee of the services to be provided.

4.2.8 Health and safety

A statement of health and safety should exist to guide the professional conduct of MCSPs.

4.3 Ongoing evaluation and improvement

The purpose of evaluation is for the MCSP to assess the assignment.

The MCSP should establish a structured process for proactive evaluation. This allows the results of the assignment to be recorded and assessed.

Evaluation also allows the client and the MCSP to:

- diagnose the effectiveness of the assignment;
- make recommendations for corrective action;
- implement new processes and methods.

Annex D provides examples of evaluation criteria.

The effectiveness of evaluation should be assessed.

An effective evaluation strategy and policy should exist for the duration of the relationship between the client and the MCSP.

Even if no evaluation is included in the agreement, the MCSP should have a process to learn from the work it undertakes.

If evaluation is required for contractual reasons to determine the fees paid, the MCSP and the client should agree the most appropriate method of evaluation.

5 Offering

5.1 General

There are several activities that take place before the execution of a consultancy assignment, including:

- 1) identification of pre-sale and client needs, to be performed by the client or the client's agent, the MCSP or both of them jointly;
- 2) supplier selection, to be performed by the client, taking into account the technical/economic proposals submitted by the MCSP(s);
- 3) specifications definition, to be performed by the client, the MCSP or both of them;

NOTE Offering includes analysis and conceptualization of the problem to solve, approach to services to be asked for and budget for these activities.

- 4) negotiation and agreement, to be performed by both the client and the MCSP.

This clause relates only to activities 3 and 4, by providing a structure for the contents of an agreement. In this European Standard the word "Offering" is used to describe these parts of the process.

5.2 Purpose

The purpose of the offering phase is to reach an agreement between the MCSP and the client on the services to be provided.

5.3 Input

There are many inputs to the offering phase, including the perceived needs, the expectations and desire of the client and the potential constraints and risks involved in the assignment, and any significant changes that are beyond the scope of the change control process (see 6.5.4.5).

5.4 Outcome

The outcome is a legally binding agreement between the MCSP and the client. The outcome specifies the services and the deliverables to be provided and establishes rights and obligations for each of the parties.

NOTE Depending on the context, the agreement may refer to a “request for a proposal”, describing a set of requirements and specifications for services, deliverables and evaluation criteria.

5.5 Contents

5.5.1 General

A proposal from the MCSP to the client should include:

- context;
- services and deliverables;
- approach and work plan;
- roles and responsibilities;
- terms and conditions.

The items in 5.5.2 to 5.5.6 are typical contents of an agreement between the MCSP and the client. However, if it is obvious to both parties that some of these contents are inappropriate, they should be excluded. The description of a specific item can be made by the MCSP or the client, if it is agreed by the other party.

5.5.2 Context

NOTE The context should include background information on the assignment.

5.5.2.1 Background information, assumptions, scope and limits

This section should contain relevant facts, for example an accurate description of the organization’s current situation, the client’s objectives, why the work needs to be done, the assumptions and their impact, the scope and the limits of the assignment. It is important to ensure that the client understands the need to share all relevant and significant information.

5.5.2.2 Constraints and risks

This section should specify the constraints and risks associated with the assignment, to the extent that they are known and identified. These risks should be monitored during the execution phase.

5.5.2.3 Stakeholders

This section should specify the stakeholders.

5.5.3 Services and deliverables

The agreement should contain a description of the services to be provided, the outcomes expected, and the deliverables or outputs of the assignment. The objectives should be specific, measurable and achievable, relevant and time-bound so that the results of the assignment can be evaluated.

5.5.4 Approach and work plan

This section should describe a work plan for the operational planning of the services to be implemented. The following elements can be used as a checklist and be described in the work plan:

- a) objectives, scope;
- b) change management;
- c) contents;
- d) documentation;
- e) data, information and technological resources;
- f) organization;
- g) MCSP's human resources and their responsibilities;
- h) client's human resources and their responsibilities;
- i) timetable;
- j) project management methods (including acceptance stages, notification of delays, decision process, stages for assignment delivery, methodology, etc.);
- k) communications (including channels, methods, etc.);
- l) escalation procedures (in case of deviations from the agreement);
- m) quality programme;
- n) deliverables or outputs.

5.5.5 Roles and responsibilities

5.5.5.1 General

This section should specify the roles, responsibilities and all the resources (including client personnel, data and documentation) involved in the assignment.

5.5.5.2 Assignment monitoring and control

This section should specify the decision-making, direction and control processes for the assignment, including the designation of a project "sponsor" or project "leader" for the project governance role. These should be consistent with the client's corporate governance.

5.5.5.3 Evaluation of the assignment

This section should specify how the evaluation will be carried out, for example measurable milestones, how objectives should be evaluated and to whom interim and final evaluation results should be reported.

5.5.6 Terms and conditions

5.5.6.1 Commercial terms

This section should specify terms and conditions relevant to billing, such as fees and charges, payment schedule, expenses, etc.

5.5.6.2 Contracting standard terms and conditions

This section should specify any information pertinent to relevant legal and regulatory requirements and statutory obligations, such as ownership of material and outputs, user rights, licensing, intellectual property rights, liability limits, etc. This may also include reference to applicable professional standards. For cross-border and international services, this should also include the governing law.

5.5.6.3 Policies

This section should specify any requirements, responsibilities and activities relating to policies applicable to the assignment such as the regulatory framework, communication, ethics, corporate social responsibility, capability, quality, guarantees, health and safety, and any other agreed item.

6 Execution

6.1 General

Execution is performance of the services agreed in the offering phase.

Beyond the delivery of the agreed services and the performance of the assignment, the ultimate aim of the execution phase is to satisfy the client.

6.2 Purpose

The purpose of this phase is to deliver what was agreed in the offering phase.

6.3 Input

Execution should not start until there is an agreement.

Significant changes in the context of the assignment that have an impact on the execution may require that the agreement be renegotiated.

6.4 Outcome

The outcomes should be:

- services and deliverables or outputs;
- recommendations and approach for the future, if appropriate;
- ongoing evaluation and improvement.

6.5 Contents

6.5.1 General

The components of the execution phase should include:

- refining the agreed work plan;
- implementing the work plan;
- assignment management and monitoring;
- approvals and acceptance.

6.5.2 Refining the agreed work plan

The work plan agreed in the offering phase should be refined in detail to reflect the actual conditions at the start of the execution phase. The MCSP should involve the client and gain approval for the refined plan.

6.5.3 Implementing the work plan

The assignment should be carried out in accordance with the refined work plan.

There is no single method of implementation, however a typical assignment is likely to consist of following steps:

- information gathering;
- analysis;
- scenarios and/or recommendations;
- decisions taken;
- implementation of decisions;
- preparation for acceptance and closure.

6.5.4 Assignment management and monitoring

6.5.4.1 General

Planning and continuous coordination between the client and the MCSP are essential for the success of the assignment.

For the assignment to be delivered successfully, several areas of activity should be addressed, including:

- project governance,
- project management approach,
- resources management,
- monitoring of progress and change control,
- risk management,

6.5.4.7 Quality

The client and the MCSP should follow an agreed quality plan, to ensure that the service is provided and the outputs are delivered.

6.5.4.8 Communications and reporting

The principles of communication agreed in the offering phase should be followed throughout the assignment, and should include regular reporting of progress and risks.

6.5.5 Approvals and acceptance

There should be an agreed process to approve and accept all services delivered during the assignment. The commercial implications of acceptance or rejection should be dealt with in accordance with the agreement.

7 Closure

7.1 General

The assignment is completed when the client approves and accepts the service provided and the outputs delivered.

The MCSP should not consider the assignment closed until the final closure procedures have been completed. These should include:

- legal and contractual matters;
- final evaluation and improvement;
- administrative matters;
- communication;
- outstanding minor issues.

7.2 Purpose

The purpose of the closure phase is to achieve an orderly end to the assignment, after completion of the delivery of the service.

7.3 Input

The closure process starts when a decision is taken that the assignment is complete, normally when the agreed service has been provided.

NOTE An assignment may be terminated before the originally agreed service has been provided. In this case, the closure process may need to take place based on a revised agreement.

7.4 Outcome

The closure process results in a number of outcomes, including:

- release of all parties from their obligations in the agreement, except specific obligations that remain after closure (see 7.5.1);

shared understanding of continuing obligations between all the stakeholders, particularly the MCSP and the client (e.g. guarantees, confidentiality, outstanding issues, etc.);

financial settlement of invoices, expenses, etc.

7.5 Content

7.5.1 Legal and contractual matters

The MCSP should have effective processes to ensure that all legal and contractual matters are dealt with in a timely and efficient manner, in accordance with the agreement. These processes include:

invoicing and payment;

reconciliation of expenses of the MCSP;

formal sign-off and acceptance;

release of resources (including subcontractors);

warranties and guarantees,

3rd party confidentiality;

intellectual property rights;

obligations that remain after closure (e.g. legal, confidentiality, non-competition, outstanding issues, etc.).

7.5.2 Final evaluation and improvement

Even if no evaluation is included in the agreement, the MCSP should have a process to learn from the work it undertakes so that the MCSP can record the information and knowledge created during the project and apply it for improvement.

Evaluation may be required for contractual reasons to determine the fees paid. If this is the case, the MCSP and the client should agree the most appropriate method of evaluation.

Typical metrics include:

innovation (development of new services);

process effectiveness;

process improvements;

team performance;

utilization of resources;

climate & motivation;

sales leads/references;

client satisfaction.

The MCSP should maintain expertise in evaluation and should have a systematic process for ensuring that strengths and opportunities for improvement are recorded and shared among the staff.

The MCSP should have processes to manage improvements such as:

- knowledge management;
- knowledge database;
- technology and methodology improvements;
- case studies;
- training, briefing;
- internal communication.

7.5.3 Administrative matters

The MCSP should have effective processes to ensure that all administrative matters are dealt with in a timely and efficient manner. These processes can include:

- indexing, filing, archiving;
- backing-up data and records;
- return of client property, equipment and facilities (e.g. files, records, data, security passes);
- release/recruitment of subcontractors and internal resources;
- completion of internal quality assurance procedures.

7.5.4 Communication

The MCSP should ensure that any obligations regarding communication about the assignment are fulfilled (e.g. confidentiality agreements, preparation of case studies, articles, requests for references, etc.).

The MCSP should ensure that the client is debriefed at the end of the assignment.

7.5.5 Outstanding minor issues

The MCSP should have a process, agreed with the client, for dealing with any outstanding minor issues after the completion of the assignment, so that closure can be achieved.

Annex A

(informative)

Examples of ethical guidelines for MCSPs

See Table A.1.

Table A.1 — Examples of ethical guidelines

Ethical principle	Guidelines
Professional behaviour	<p>Perform their duties with objectivity, due diligence and professional care, in accordance with professional standards and best practices.</p> <p>MCSPs are committed to principles such as diversity, equality, professional-personal life balance; therefore, no discrimination should be tolerated regarding age, race, sex, religion, nationality, opinion and thought.</p> <p>Agree to undertake only those activities, which they can reasonably expect to complete satisfactorily.</p>
Serving the interests of the client	<p>Serve the interest of the client in a lawful and honest manner, while maintaining high standards of conduct and character, and not engage in acts that discredit to the profession.</p> <p>Maintain objectivity in the relationship with all stakeholders.</p> <p>Maintain absolute independence.</p>
Transparency	<p>Ensure the scope, timetable, cost, services and deliverables are clear and agreed.</p> <p>Ensure that conflicts of interest are identified and resolved.</p>

Annex B

(informative)

Examples of values for MCSPs

See Table B.1.

Table B.1 — Examples of values

Value	Examples
Efficiency	optimization of both client and MCSPs' resources
Quality	excellence in the services provided
Stability	sustainability of the solutions recommended
Confidentiality	protection of any client's intellectual property or information assets
Honesty	being truthful in both communications and conduct
Transparency	achieved through openness, compliance and disclosure
Responsibility	taking ownership of the consequences of decisions and actions
Flexibility	adaptability, i.e. ability to face changes when required
Commitment to continuous improvement	ongoing evaluation of the impact of the service
Respect	creating an atmosphere based on human respect, equality and transparency as a prerequisite for effective cooperation and a climate of trust between the client and the MCSP
Mutually beneficial	relationships based on cooperation and collaboration; more of a partnership than a client/supplier relationship
Commitment to excellence	working at the top quality level
Common understanding	the client and the MCSP share information and each recognizes the other's perspectives and values

Annex C

(informative)

Examples of content of a corporate social responsibility statement

See Table C.1.

Table C.1 — Example of content of a corporate social responsibility statement

Consider the impacts of activities and decisions on society and the environment.
Recognize social responsibility and address identification of stakeholders and their engagement.
Contribute to sustainable development, which meets the needs of the present without compromising the ability of future generations to meet their own needs.
Embrace responsibility for the impact of activities and decisions on stakeholders.
Take actions based on the best interest of society, public safety and the environment.
Commit to create value through innovation, leading to the generation of solutions and services that contribute to local and global sustainable development and reduce the impact on the environment, in compliance with applicable laws and continuous improvement of environmental business results.

Annex D

(informative)

Examples of evaluation criteria

See Table D.1.

Table D.1 — Examples of evaluation criteria

Value added	<p>Evaluation of work performed (snapshot of work progress at a given point in time). Techniques for measuring work performed are selected during project planning and are the basis for performance measurement during project execution and control. The techniques should be selected based on key attributes of the work, primarily:</p> <p>the period of the effort;</p> <p>the type of deliverable;</p> <p>the nature of the service.</p>
Corporate Social responsibility	<p>Assessing the impact on humans and the environment thorough the project life cycle.</p>
Risk management	<p>Tracking identified risks, monitoring residual risks, identifying new risks.</p> <p>Evaluating their effectiveness of the mitigating measures throughout the project life cycle.</p>
Scope verification	<p>Formalizing the acceptance of finished deliverables:</p> <p>services delivered on time;</p> <p>services comply with the agreed quality standards.</p>
Cost Control	<p>Controlling changes to the budget schedule.</p>

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