

# **DIGITAL OUTCOMES AND SPECIALISTS 4 FRAMEWORK AGREEMENT**

Dated: 01/10/2019  
Framework Reference: RM1043.6

**CROWN COMMERCIAL SERVICE**

And

**[SUPPLIER NAME]**

## **Digital Outcomes and Specialists Framework Agreement**

This Framework Agreement governs the relationship between the Crown Commercial Service (CCS), and the Supplier. It covers the provision of Digital Outcomes and Specialists services by the Supplier to CCS and to Buyers, also known as 'Other Contracting Authorities'.

CCS and the Supplier are known together as the 'Parties'. The Supplier may be referred to as 'you'. CCS may be referred to as 'we'.

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## Section 1 - The appointment

This section includes the terms relating to the appointment of a Supplier.

<b>1.1</b>	<b>Appointment</b>	<p>Subject to the terms of this Framework Agreement (RM1043.6), the Minister for the Cabinet Office, represented by the Crown Commercial Service (CCS), 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP, appoints:</p> <p><b>company:</b> [COMPANY NAME]</p> <p><b>registered address:</b> [COMPANY ADDRESS]</p> <p><b>company number:</b> [COMPANY NUMBER]</p> <p>(the 'Supplier'), as a Supplier of Digital Outcomes and Specialists 4 services who can bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union reference 2019/S 129-316685 (OJEU Contract Notice).</p>
<b>1.2</b>	<b>Appointment is to:</b>	<b>[LOTS AWARDED]</b>
<b>1.3</b>	<b>Appointment begins at:</b>	01/10/2019
<b>1.4</b>	<b>Appointment expires at:</b>	23:59 on 30/09/2020 (unless this Framework Agreement is extended by CCS or is terminated early).
<b>1.5</b>	<b>Extension:</b>	Up to 12 months, by CCS giving written notice to Suppliers.
<b>1.6</b>	<b>Term:</b>	From and including the date at 1.3 above (Appointment begins at) to and including the date at 1.4 above (Appointment expires at).
<b>1.7</b>	<b>Call-Off Contract duration:</b>	Maximum 24 months with optional 6 months extension.
<b>1.8</b>	By signing this Framework Agreement, the Supplier agrees to comply with all the terms of this Framework Agreement.	

<b>1.9</b>	All Sections, including the Invitation To Tender (ITT), and Schedules annexed to this Framework Agreement are expressly a part of this Framework Agreement.
<b>1.10</b>	If the Supplier agrees to enter into this Framework Agreement and perform its obligations under it, CCS agrees to pay and the Supplier agrees to accept on the signing of this Framework Agreement the sum of £1, receipt of which is hereby acknowledged by the Supplier.
<b>1.11</b>	<p>The finalised Framework Agreement will include:</p> <ul style="list-style-type: none"> <li>• a signature page, signed by the Supplier</li> <li>• a signature page, signed by the Crown Commercial Service</li> <li>• the rest of the Framework Agreement document</li> </ul> <p>The signature pages and the rest of the Framework Agreement document are 'counterparts' before signing and 'duplicate originals' after signing. The duplicate originals together constitute one Framework Agreement signed by all the necessary parties.</p>

Signed by or on behalf of [COMPANY NAME]	Countersigned by or on behalf of CCS
Signature:	Signature:
Name:	Name:
Role:	Role:
Date:	Date:

## Section 2 - Services offered

2. The Supplier must provide Services for the Lot that they've been appointed to. The Digital Outcomes and Specialists framework is split into 4 Lots:

- Lot 1: digital outcomes
- Lot 2: digital specialists
- Lot 3: user research studios
- Lot 4: user research participants

### Digital outcomes

2.1 Digital outcomes Suppliers will provide teams to research, test, design, build, release, iterate, support or retire a digital service. Buyers will define the brief.

2.2. The Supplier must:

- work according to the technology code of practice (<https://www.gov.uk/service-manual/technology/code-of-practice.html>)
- work according to the government service design manual (<https://www.gov.uk/service-manual>)
- understand what it means to work on one of the discovery, alpha, beta, live or retirement phases described in the government service design manual (<https://www.gov.uk/service-manual>)

2.3 The Supplier must provide Services within at least one of the following capabilities:

- user experience and design
- performance analysis and data
- security
- service delivery
- software development
- support and operations
- testing and auditing
- user research

Capability descriptions are provided on the Digital Marketplace.

### Digital specialists

2.4 Digital specialists Suppliers will provide government departments and teams with individual specialists to deliver a specific outcome with defined Deliverables on a service, programme or project. The scope and Deliverables will be defined by the Buyer.

2.5 The Supplier must:

- take direct contractual responsibility and full accountability for delivery of the service and the work undertaken by the specialist they provide
- offer evidence of competence in each role if requested by the Buyer
- ensure all roles support the government service design manual's (<https://www.gov.uk/service-manual/the-team>) description of what you need

to build a successful service

2.6 The Supplier must provide at least one of the following roles:

- agile coach
- business analyst
- communications manager
- content designer or copywriter
- cyber security consultant
- data architect
- data engineer
- data scientist
- delivery manager or project manager
- designer
- developer
- performance analyst
- portfolio manager
- product manager
- programme delivery manager
- quality assurance analyst
- service manager
- technical architect
- user researcher
- web operations engineer

Role descriptions are provided on the Digital Marketplace.

### **User research studios**

2.7 User research will inform the development of all government digital services.

2.8 User research studios Suppliers must provide:

- user research studio hire where and when the Buyer needs it
- a comfortable, private and safe environment for participants, researchers and observers to work in
- space to conduct interviews, usability tests or focus groups
- facilities where it's possible to watch and record people as they engage with designs, prototypes and live public sector services

### **User research participants**

2.9 All government digital services need to:

- use research to develop a deep knowledge of who the service users are and what that means for the design of the service
- have a plan for ongoing user research and usability testing to continuously seek feedback from users to improve the service

2.10 User research participants Suppliers must be able to:

- recruit participants with a range of experience, eg they should consider diversity, people who are digitally excluded, as well as those who have low literacy or digital skills, and those who need assisted digital support

- recruit user research participants who best reflect the users of a service, eg a specific target user group such as people who have recently had a specific experience eg victims, witnesses or jurors

### **Important information**

2.11 Suppliers can make changes to the Services they offer over the course of the framework. They can increase or reduce the Services they offer within each Lot. They cannot add Services to Lots in which they do not already have Services. CCS can request evidence of new skills or capabilities added by a Supplier.

2.12 Failure by the Supplier to provide acceptable evidence may result in the Supplier's new service, or the Supplier, being suspended from the Framework.

## **Section 3 - How Services will be bought**

### **Who is responsible for awarding a Call-Off Contract**

3.1 All Buyers listed under the OJEU Contract Notice may award a Call-Off Contract under this Framework Agreement.

3.2 The Buyer may appoint an agent to act on their behalf.

3.3 CCS is not responsible for the actions of any Buyer, including checking whether the engagement of workers meet the rules for working off-payroll (known as 'outside IR35').

### **Activity that may take place before Further Competition**

3.4 Before starting a Further Competition, a Buyer may regularly collaborate with Suppliers, undertaking market engagement, including publishing a draft requirements document to Suppliers. Those Suppliers can give feedback to:

- help the Buyer understand the complexity of the work
- help improve the quality of the brief that will be issued when the Further Competition starts

### **Buyer reserves the right not to award**

3.5 A Further Competition procedure may be cancelled at any time. The Buyer is not obliged to award a Call-Off Contract.

3.6 At any stage during the Further Competition, the Buyer may amend their requirements and restart the competition process if they don't feel that the competition is meeting their needs.

3.7 The Buyer will test whether the Supplier can deliver their specific requirements.

3.8 Suppliers may ask clarification questions relating to the Buyer's requirements. The Buyer will specify how clarification questions can be asked and when the clarification period will close. Questions and responses will be anonymised and made available to all Suppliers.

### **Right to change Further Competition process**

3.9 CCS may change the Further Competition process and the tools used.

### **Lot 1: Digital outcomes Further Competition and Evaluation process**

3.10 The Buyer will complete the following Further Competition process:

3.10.1 Write a brief detailing what they need from the supplier and the outcome they want to achieve.



3.10.2 Indicate their evaluation method and criteria for assessing Suppliers against the brief, together with a timetable for the evaluation process. The timetable will consider the complexity of both the brief and the evaluation method being used and will allow enough time for Suppliers to respond. It will include:

- the bid submission due date
- the date range for any subsequent evaluation stages
- any security clearance requirements

3.10.3 Produce a list of all capable Suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.

3.10.4 Publish the brief and evaluation process to the list of capable Suppliers.

3.10.5 Request a response from interested Suppliers. The response must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must provide a positive response to all essential questions to proceed to the next stage.

3.10.6 Review the list of interested Suppliers who submitted a response and said they could meet all essential criteria.

3.10.7 (Buyer option) The Buyer may create a shortlist by asking all Suppliers who meet the essential criteria any qualitative questions relating to the brief.

3.10.8 (Buyer option) The Buyer may issue the yes/no questions defined by the Buyer under 3.10.5 as qualitative questions instead. Essential questions must have a clearly defined pass/fail threshold.

3.10.9 Notify all Suppliers that have submitted a response but who have not been shortlisted.

3.10.10 Provide Suppliers that have submitted a response but who have not been shortlisted with feedback in line with the Regulations.

3.10.11 Invite shortlisted Suppliers to further evaluation. This can include any of the evaluation methods indicated when the brief is issued. Evaluation methods may include but are not limited to:

- providing a written proposal
- providing a case study or evidence of previous work
- a presentation
- a pitch
- an interview
- providing a reference

3.10.12 Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

3.10.13 Run financial due diligence if required on the provisionally successful Supplier(s).

3.10.14 Award a Call-Off Contract to the successful Supplier.

3.10.15 Notify all unsuccessful Suppliers.

3.10.16 Provide unsuccessful shortlisted Suppliers with feedback in line with the Regulations.

3.11 The Buyer reserves the right to use some, but not all, of the evaluation methods indicated when issuing the brief.

3.12 The Buyer will evaluate Suppliers' responses against the following criteria:

<b>Criteria</b>	<b>Weighting range (%)</b>
Technical merit and functional fit	10 – 75
Cultural fit	5 – 20
Price	20 – 85
<b>TOTAL</b>	<b>100%</b>

3.13 Weightings for technical merit and functional fit, cultural fit and price will be set by the Buyer within the above ranges. Weightings must add up to 100%.

3.14 If 2 or more Suppliers have the same score, the Buyer will either:

- use the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or
- require the tied Suppliers to provide best and final offers

## **Lot 2: Digital specialists Further Competition and Evaluation process**

3.15 The Buyer will complete the following Further Competition process:

3.15.1 Write a brief detailing their requirements and the Deliverables they need.

3.15.2 Indicate their evaluation method and criteria for assessing Suppliers against the brief, together with a timetable for the evaluation process. The timetable will take into account factors like the complexity of the subject

matter of the proposed Call-Off Contract and the time needed to submit bids. It will include:

- the bid submission due date
- the date range for any subsequent evaluation stages
- any security clearance requirements

3.15.3 Produce a list of capable Suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.

3.15.4 Send the brief and evaluation process to the list of capable Suppliers.

3.15.5 Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must provide a positive response to all essential questions to proceed to the next stage.

3.15.6 Review the list of interested Suppliers who submitted a response and meet all essential criteria.

3.15.7 (Buyer Option) The Buyer may issue the yes/no questions defined under 3.15.5 as qualitative questions. Essential questions must have a clearly defined pass/fail threshold.

3.15.8 (Buyer Option) If sufficient information is available to evaluate or the number of responses is manageable, the Buyer may go straight to step 3.15.11.

3.15.9 Provide Suppliers that have submitted a response but who have not been shortlisted with feedback in line with the Regulations.

3.15.10 Invite shortlisted Suppliers to take part in further evaluation to assess whether their proposed specialist can meet the Buyer's requirements. This can include any or all of the evaluation methods indicated when the brief was issued. Evaluation methods may include but are not limited to:

- providing a profile
- providing a written proposal
- providing a case study or evidence of previous work
- a presentation
- an interview
- a test
- providing a reference

3.15.11 Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

3.15.12 Run financial due diligence if required on the provisionally successful Supplier.

3.15.13 Award a Call-Off Contract to the successful Supplier.

3.15.14 Notify all unsuccessful Suppliers.

3.15.15 Provide unsuccessful shortlisted Suppliers with feedback in line with the Regulations.

3.16 The Buyer reserves the right to use some but not all of the evaluation methods indicated when issuing the brief.

3.17 The Buyer will evaluate Suppliers' responses against the following criteria:

<b>Criteria</b>	<b>Weighting range (%)</b>
Technical merit and functional fit	10 - 75
Cultural fit	5 - 20
Price	20 - 85
<b>TOTAL</b>	<b>100%</b>

3.18 Weightings for technical merit and functional fit, cultural fit and price will be set by the Buyer within the above ranges. Weightings must add up to 100%.

3.19 If 2 or more Suppliers have the same score, the Buyer will either:

- use the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or
- require the tied Suppliers to provide best and final offers

### **Lot 3: User research studios Further Competition and Evaluation process**

3.20 The Buyer will complete the following Further Competition process:

3.20.1 Write a brief detailing their requirements, eg facilities needed, studio location and availability.

3.20.2 Indicate their evaluation method and criteria for assessing Suppliers against the brief.

3.20.3 Produce a list of capable Suppliers based on their requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.

3.20.4 Contact the list of capable Suppliers to find out whether they are able to meet the requirements.

3.20.5 Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

3.20.6 Run financial due diligence if required on the provisionally successful Supplier(s).

3.20.7 Award a Call-Off Contract to the successful Supplier(s).

3.20.8 Notify all unsuccessful Suppliers.

3.20.9 Provide unsuccessful shortlisted Suppliers with feedback in line with the Regulations.

3.21 The Buyer will evaluate Suppliers' responses against the following criteria:

<b>Criteria</b>	<b>Weighting range (%)</b>
Technical merit and functional fit	15 - 75
Price	25 - 85
<b>TOTAL</b>	<b>100%</b>

3.22 The Buyer may inspect the studios before Call-Off Contract award and before they are used.

3.23 If 2 or more Suppliers have the same score, the Buyer will either:

- use the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or
- require the tied Suppliers to provide best and final offers

#### **Lot 4: User research participants Further Competition and Evaluation process**

3.24 The Buyer will complete the following Further Competition process:

3.24.1 Write a brief detailing their requirements.

3.24.2 Indicate the evaluation method and criteria for assessing Suppliers against the brief together with a timetable for the evaluation process. The timetable will consider the complexity of both the brief and the evaluation method being used and will allow enough time for Suppliers to respond. It will include:

- the bid submission due date
- the date range for any subsequent evaluation stages

3.24.3 Produce a list of capable Suppliers that meet their requirements. This may be generated using information provided by Suppliers in their Framework Agreement Applications.

3.24.4 Send the brief and evaluation process to the list of capable Suppliers.

3.24.5 Request a response from interested Suppliers which must include answers to a number of yes/no questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. A Supplier must provide a positive response to all essential questions to proceed to the next stage.

3.24.6 Review the list of interested Suppliers who submitted a response and said they could meet all essential criteria.

3.24.7 (Buyer Option) Create a shortlist of all Suppliers who meet essential criteria by asking further yes/no questions. This step can be repeated if necessary.

3.24.8 (Buyer Option) If sufficient information is available to evaluate or the number of responses is manageable, go straight to step 3.24.10.

3.24.9 Invite shortlisted Suppliers to a further evaluation stage. Only evaluation methods indicated when issuing the brief can be used. These methods may include but are not limited to:

- providing a written proposal
- providing a case study or evidence of previous work
- providing a reference
- an interview

3.24.10 Evaluate Suppliers using the evaluation criteria indicated when issuing the brief.

3.24.11 Run financial due diligence if required on the provisionally successful Supplier(s).

3.24.12 Award a Call-Off Contract to the successful Supplier(s).

3.24.13 Notify all unsuccessful Suppliers

3.24.14 Provide unsuccessful shortlisted Suppliers with feedback in line with the Regulations.

3.25 The Buyer reserves the right to use some but not all of the evaluation methods indicated when issuing the brief.

3.26 The Buyer will evaluate Suppliers' responses against the following criteria:

<b>Criteria</b>	<b>Weighting range (%)</b>
Technical merit and functional fit	10 - 70
Availability	10 - 70
Price	20 - 80
<b>TOTAL</b>	<b>100%</b>

3.27 Weightings for technical merit and functional fit, availability and price must make 100% when added together.

- 3.28 If 2 or more Suppliers have the same score, the Buyer will either:
- use the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken; or
  - require the tied Suppliers to provide best and final offers

## **Section 4 - How Services will be delivered**

### **Methodologies**

4.1 The Supplier will plan on using an agile process, starting with user needs. The methodology will be outlined in the Statement of Work (SOW).

4.2 Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to better meet user needs.

4.3 Projects may need the best of both waterfall and agile methods, playing to their respective strengths.

- 4.4 Guidance can be found at:
- the service design manual - <https://www.gov.uk/service-manual/agile>
  - the technology code of practice - <https://www.gov.uk/service-manual/technology/code-of-practice.html#using-the-technology-code-of-practice>

### **Standards**

- 4.5 The Supplier must support Buyers:
- through successful Service Standard assessments - <https://www.gov.uk/service-manual/digital-by-default>
  - to develop Services based on open standards and accessible data protocols, to ensure they are interoperable - <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>

- to comply with any standards that are compulsory in government - <http://standards.data.gov.uk/challenges/adopted>

## Security

4.6 If requested by the Buyer, the Supplier must support Buyers according to:

4.6.1 the Baseline Personnel Security Standard (BPSS). Additional levels of security clearance may be required by the Buyer at Call-Off Contract and may include:

- Security Check (SC)
- Developed Vetting (DV)
- Counter-Terrorist Check (CTC)

4.6.2 the Supplier assurance framework for contracts at the 'Official' information security level -

<https://www.gov.uk/government/publications/government-Supplier-assurance-framework>

4.6.3 any relevant security guidance -

<https://www.gov.uk/government/collections/government-security>

4.6.4 the Cyber Essentials scheme -

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>)

4.6.5 the Government Security Classification -

<https://www.gov.uk/government/publications/government-security-classifications>

All of the above guidance may change occasionally.

## Code of conduct

4.7 The Supplier must support Buyers according to the Civil Service conduct and guidance <https://www.gov.uk/government/collections/civil-service-conduct-and-guidance>.

This may change occasionally.

## Warranty and liability

4.8 Any warranties in this Framework Agreement will not prevent any right of termination for its breach.

4.9 When entering into this Framework Agreement and any Call-Off Contract, the Supplier must confirm to CCS and the Buyers that it has not committed any Fraud.



4.10 The Supplier warrants, represents and undertakes to CCS and the Buyers all of the following:

- it has full capacity, authority and all necessary authorisations, consents, licences and permissions, to enter into and perform its obligations under each Call-Off Contract. This includes where a Supplier's procedures require the consent of its Parent Company
- the Supplier or an authorised representative will sign the Call-Off Contract
- in entering into the Call-Off Contract it hasn't committed, or agreed to commit, a Prohibited Act before or after entering into the Call-Off Contract.
- the Call-Off Contract shall be performed in compliance with all Laws (as amended from time to time)
- on a Call-Off Commencement Date, all information, statements and representations contained in the Application for the Services are true, accurate and not misleading, save as may have been specifically disclosed in writing to the Buyer prior to execution of the Call-Off Contract, and the Supplier will advise the Buyer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading, and all warranties, representations and undertakings contained in the Application shall be deemed repeated in the Call-Off Contract.

4.11 Each Party's total aggregate liability in each Contract Year under this Framework Agreement (whether in tort, contract or otherwise) is no more than £100,000.

4.12 No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

4.13 In spite of Clause 4.11 and 4.12, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- its obligation to pay the required Management Charge
- its liability under indemnities or for breaches of Data Protection Legislation

4.14 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Framework Agreement and associated Call-Off Contracts, including any indemnities.

## **Section 5 - What happens if the Supplier fails to meet the terms of this Framework Agreement**

### **Suspension, termination and expiry**

#### **5.1 Cause by CCS**

5.1.1 CCS may choose to suspend or terminate this Framework Agreement at its discretion for any of the following:

- if a Supplier Insolvency Event occurs
- if at least 3 MI Failures occur within a 6-month rolling period
- if there's a Material Breach of the Framework Agreement

5.1.2 CCS may ask for an improvement plan and suspend the Supplier from taking part in subsequent Further Competitions under the Framework Agreement if the Supplier:

- fails to meet any of the Key Performance Indicator Targets listed within Section 6 (What you report to CCS), on at least 3 occasions within a 12-month rolling period
- demonstrates poor performance of a Call-Off Contract, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the 4 KPI Targets listed on the balanced scorecard, on at least 2 occasions within a Call-Off Contract duration, or within a period of 3 months (whichever is the earlier)

5.1.3 This improvement plan must clearly detail the improvements and associated timeframes that the Supplier intends to meet to achieve the KPI Targets. The plan must be agreed by CCS. Failure to achieve the improvements laid out in the plan, or failure to produce an improvement plan that CCS can agree to, may result in termination of the Framework Agreement.

#### **5.2 Misconduct in connection with Call-Off Contract**

5.2.1 CCS may choose to suspend or terminate the Supplier from the Framework Agreement and Buyers may exclude Suppliers from the Further Competition if:

- the Supplier has previously falsely responded to Further Competitions (for example responded 'yes' to a requirement that they could not fulfil)
- the Supplier has previously tried to renegotiate terms following award of a Call-Off Contract

#### **5.3 Continuing Force Majeure**

5.3.1 Force Majeure means anything affecting either Party's performance of their obligations arising from any of the following:

- acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected Party

- riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare
- acts of government, local government or Regulatory Bodies
- fire, flood, any disaster and any failure or shortage of power or fuel
- an industrial dispute affecting a third party for which a substitute third party is not reasonably available

5.3.2 The following do not constitute a Force Majeure event:

- any industrial dispute relating to the Supplier, its staff, or any other failure in the Supplier's (or a Subcontractor's) supply chain
- any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned

5.3.3 The Party not affected by the Force Majeure event may, by written notice to the affected Party, suspend or terminate this Framework Agreement with effect from the date specified in such notice if a Force Majeure event endures for a continuous period of more than 60 Working Days.

#### 5.4 Without cause by CCS

5.4.1 CCS will have the right, without cause and without liability, to suspend or terminate this Framework Agreement, or any provisions of any part of this Framework Agreement by giving at least 1 month's written notice to the Supplier.

#### 5.5 Termination on change of Control

5.5.1 CCS may terminate this Framework Agreement by giving notice in writing to the Supplier with immediate effect within 1 month of either:

- being notified in writing that a change of Control has occurred or is being contemplated
- where no notification has been made, the date that CCS becomes aware that a change of Control has occurred or is contemplated

5.5.2 CCS may terminate this Framework Agreement by giving notice in writing to the Supplier with immediate effect if CCS determines at its absolute and sole discretion that the change of Control is prohibited under the Regulations or, where approval has not been granted before the change of Control, if CCS reasonably believes that such change is likely to have an adverse effect on the provision of the Services.

5.5.3 Termination, suspension or expiry of this Framework Agreement will be without prejudice to any accrued rights, remedies or obligations of either Party.

#### 5.6 Fraud

- 5.6.1 If the Supplier commits any fraud it will be a Material Breach, and:
- CCS may terminate this Framework Agreement
  - any Buyer may terminate their Call-Off Contracts
  - CCS and any Buyer may fully recover from the Supplier any Losses incurred as a consequence

5.7 Termination due to misrepresentation in the Supplier Declaration

5.7.1 If the Supplier has misrepresented its capabilities in the Supplier Declaration it will be a Material Breach, and:

- CCS may terminate this Framework Agreement
- any Buyer may terminate their Call-Off Contracts
- CCS and any Buyer may fully recover from the Supplier any Losses incurred as a consequence

### **Consequence of suspension, termination and expiry**

5.8 Suspension or termination of the Supplier from this Framework Agreement may not affect existing Call-Off Contracts. The Buyers concerned with such existing Call-Off Contracts will make their own decisions on whether to suspend or terminate those Call-Off Contracts and suspension or termination in those circumstances will be governed by the terms and conditions of the relevant Call-Off Contracts.

5.9 Subject to clause 5.10, termination or suspension or expiry of this Framework Agreement will be without prejudice to any rights, remedies or obligations of either CCS or the Supplier accrued under this Framework Agreement before its termination, suspension or expiry.

5.10 The Supplier will continue to provide Management Information and pay Management Charges due to CCS in relation to all Call-Off Contracts existing, notwithstanding the suspension, termination or suspension or expiry of this Framework Agreement.

5.11 The expiry of this Framework Agreement will not affect existing Call-Off Contracts. The Supplier will continue to fulfil its obligations under this Framework Agreement including obligations expressed to be for the benefit of the Buyer until the latest expiry date of any Call-Off Contract established under this Framework Agreement.

### **Assurance**

5.12 The Supplier accepts that a key element of the Framework Agreement is an Assurance process, where CCS, and other agents appointed by CCS, check any claims made by the Supplier in their Application. Thereafter, CCS will continue to check that any information submitted is still an accurate reflection of the Supplier and its Services.

5.13 The Supplier will provide to CCS on request the evidence needed to verify to the reasonable satisfaction of CCS any element of the Supplier Declaration.

5.14 If the Supplier fails to maintain the appropriate level of Assurance, this will result in the suspension of either the Supplier or the particular Services.

## Section 6 - What you report to CCS

### Management Information

- 6.1 The Supplier will provide accurate Management Information (MI) to CCS at no charge.
- 6.2 CCS will provide the Supplier with an MI reporting template by the Reporting Date. Until instructed otherwise, the Supplier will follow the format within this template and will not make any amendments to it.
- 6.3 The initial MI reporting template is set out in Schedule 2.
- 6.4 CCS will have the right at any time and on reasonable notice, to amend the nature of the MI which the Supplier is required to supply and the method by which it is reported.
- 6.5 Every month, the Supplier must:
- report on each bid submitted
  - report on each order agreed
  - report on each Statement of Work agreed
  - report on each invoice or Electronic Invoice raised or submitted in each month
  - use the template and complete all appropriate data fields provided to submit your report
  - send the report by the 7<sup>th</sup> day of the following month, or the nearest Working Day before the 7<sup>th</sup> day if it's a weekend or public holiday
- 6.6 The completed template will be returned by uploading it directly to the CCS Report Management Information (Report MI or RMI) system (<https://www.reportmi.crowncommercial.gov.uk/>) unless specified otherwise by CCS.
- 6.7 The Supplier will also inform CCS of any corrections to previous MI submissions.
- 6.8 Where there has been no activity for a particular month, the Supplier must submit a 'no business' for that month.
- 6.9 If any of the below instances occur, CCS may treat this as an 'MI Failure':
- there are omissions or errors in the Supplier's submission
  - the Supplier uses the wrong template
  - the Supplier's report is late
  - the Supplier fails to submit a report
- 6.10 Following an MI Failure, CCS may issue reminders to the Supplier or ask the Supplier to rectify defects in the MI Report provided to CCS. The Supplier will rectify any incorrect or incomplete MI Report within 5 Working Days following receipt of any such reminder.

6.11 If there are 2 or more MI Failures in any 3-month rolling period, CCS will charge the Supplier for the costs (an 'admin fee') of chasing the Supplier to provide the required information.

### Admin fees

6.12 The admin fee is the amount payable by the Supplier to CCS in either of the following situations:

- CCS incurs costs because of incorrect MI
- the MI is not returned within the agreed timescales

Details of the admin fees can be found at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/382985/MI\\_admin\\_fees.xlsx](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/382985/MI_admin_fees.xlsx)

6.13 By signing this Framework Agreement, the Supplier acknowledges and agrees that the admin fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to supply MI, as required by this Framework Agreement.

6.14 CCS will notify the Supplier if any admin fees arise and will be entitled to invoice the Supplier admin fees, which will be payable as a supplement to the Management Charge.

6.15 Any exercise by CCS of its rights under this paragraph will be without prejudice to any other rights that may arise under the terms of this Framework Agreement.

### Customer satisfaction monitoring

6.16 CCS may undertake a customer satisfaction survey.

6.17 The scope of this survey will include (but is not limited to):

- assessing the level of satisfaction of the supply of Services
- monitoring the compliance by the Supplier with the terms of its Application

### Key Performance Indicators

6.18 The table below provides the Key Performance Indicator Targets that CCS will use to measure the performance of the Supplier on this Framework Agreement.

KPI no	Performance Criteria	Target	Measured by
<b>Contract Management</b>			
1	Respond to CCS for any Framework management matters	≥ 95%	Responding to correspondence (email or phone) from CCS within 2 Working Days

			Resolving issues raised within 5 Working Days
2	Provide a report to detail the number of Call-Off Contract variations within each Quarter	100%	Provision of the report 2 weeks after the end of each Quarter
<b>Management Information</b>			
3	Complete, accurate MI template to be returned to CCS by the Reporting Date	100%	Complete and accurate MI template submitted to CCS by the Reporting Date
4	Management Charges to be paid within 30 calendar days from date of invoice issue	100%	Confirmation of payment received by CCS within 30 calendar days
5	Provide accurate and full breakdown of pricing for Services within 14 Working Days of a request from CCS	100%	Confirmation of receipt of full and accurate information by CCS
6	Provide accurate and full information when requested by CCS for pricing calculations relating to a fixed or capped price bid under a Call-Off Contract	100%	Confirmation of receipt of full and accurate information by CCS
<b>Customer Service</b>			
7	Customer satisfaction	Customer satisfaction of 90% or above.	% of responders who are satisfied or better at the end of Sprint/Release customer satisfaction report. At the end of each Sprint as part of the retrospective, the Buyer will use the SOW Balanced Scorecard to score their satisfaction against Supplier's performance during that Sprint/Release.
8	Responsiveness to Further Competitions	≥ 95% per Quarter	Responding to Further Competitions issued via the Framework (at shortlisting stage).



			A response is defined as a communication to the Buyer confirming that a bid or no bid will be provided.
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**Balanced Scorecard**

6.19 If operated by the Buyer, CCS will have the right to all information shared between the Supplier and the Buyer.

**Management Charge**

6.20 The Supplier must pay CCS the Management Charge for setting up and running this Framework Agreement.

6.21 Management Charge is the sum paid by the Supplier to CCS being an amount of 1.0% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or termination of any Call-Off Contract.

6.22 CCS will submit invoices to the Supplier in respect of the Management Charge due each month based on the MI provided by the Supplier.

6.23 The Supplier will pay the Management Charge to CCS each month, with the amount invoiced, within 30 days of the date of the invoice.

6.24 The Management Charge applies to the full Charges specified in each and every order and will not be varied as a result of any deductions or credits.

6.25 The Management Charge excludes VAT.

## **Section 7 - Transparency and access to records**

### **Transparency**

7.1 In accordance with the government's policy on transparency, CCS reserves the right to make all or part of the information (including the Framework Agreement and Call-Off Contract) publicly available (subject to any redactions made at the discretion of CCS by considering and applying relevant exemptions under the FoIA).

7.2 The terms of this Framework Agreement and any Call-Off Contract permit all of the following:

- CCS to publish the full text of such Framework Agreement concluded with the Supplier
- the Buyer to publish the signed Call-Off Contract after considering (at CCS's or the Buyer's sole discretion) any representations made by the Supplier regarding the application of any relevant FoIA or EIR exemptions
- CCS or the Buyer to publish any information provided by the Supplier as part of the preliminary market consultation or Further Competition.

7.3 The Supplier agrees that information contained within its response may be incorporated by CCS into any Call-Off Contract awarded to, or any Framework Agreement concluded with, the Supplier and as a result, it may be published.

### **Who can carry out an audit or inspection**

7.4 Representatives of the following auditors will have access to the Supplier's records and accounts:

- the Cabinet Office (including CCS)
- the Buyer
- Other Buyers who have received or are receiving Services from the Supplier under this Framework Agreement
- the National Audit Office
- any auditor appointed by the Audit Commission

### **What will happen during the Framework Agreement's term**

7.5 The Supplier will keep and maintain in accordance with Good Industry Practice and generally accepted accounting principles, full and accurate records and accounts of all of the following:

- the operation of the Framework Agreement and the Call-Off Contracts entered into with Buyers
- the Services provided under any Call-Off Contracts (including any subcontracts)
- the amounts paid by each Buyer under the Call-Off Contracts

### **What will happen when the Framework Agreement ends**

7.6 The Supplier will provide a completed self-audit certificate to the Buyer within 3 months. A template certificate is provided in Schedule 1.

7.7 The Supplier's records and accounts will be kept until the latest of the following dates:

- 7 years after the date of termination or expiry of this Framework Agreement
- 7 years after the date of termination or expiry of the last Call-Off Contract to expire or terminate
- another date that may be agreed between the Parties

7.8 During the timeframes highlighted in clause 7.7, the Supplier will:

- allow the previously listed auditors to inspect or audit its records
- keep the data from all Call-Off Contracts
- keep commercial records of:
  - the Charges, and any variations to them (actual or proposed)
  - costs, including Subcontractors' costs
- keep books of accounts for this Framework and all Call-Off Contracts
- keep MI reports
- maintain access to its published accounts and trading entity information
- maintain an asset register of all Intellectual Property Rights (IPR), Equipment and facilities (used, acquired, developed) under this Framework Agreement
- maintain proof of its compliance with obligations under Data Protection, and Transparency and Security regulations
- maintain records of its delivery performance under each Call-Off Contract, including that of Subcontractors

### **What will happen during an audit or inspection**

7.9 The auditor will use reasonable endeavours to ensure that the conduct of the audit does not:

- unreasonably disrupt the Supplier
- delay the provision of Services under any Call-Off Contracts

7.10 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:

- provide information without unreasonable delay
- provide all information within scope
- give auditors access to:
  - each site controlled by the Supplier
  - any Equipment used to provide the Services
  - the Supplier's staff

7.11 An auditor will be able to review, inspect and examine the Supplier's records and accounts associated with this Framework Agreement and any Call-Off Contract. This is to:

- verify the accuracy of:
  - the Charges (and proposed or actual variations to them in

- accordance with this Framework Agreement)
  - the costs of the Supplier (including any Subcontractor's costs)
- review the integrity, Confidentiality and security of the Personal Data and Buyer Data held or used by the Supplier
- review any books of accounts kept by the Supplier in connection with the provision of the Services, for the purposes of auditing the Charges and Management Charges under the Framework Agreement and any Call-Off Contracts only
- review any other aspect of the delivery of the Services including to review compliance with any legislation
- carry out an examination following Section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources
- review any internal contract management accounts kept by the Supplier in connection with this Framework Agreement
- verify the accuracy and completeness of any MI delivered or required by this Framework Agreement
- review any MI Reports and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records
- review all central government public sector expenditure placed with the Supplier including through routes outside the Framework Agreement, to verify that the Supplier's practice is consistent with the Government's transparency agenda, which requires all public sector bodies to publish details of expenditure on common goods and services
- inspect the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date

### **Costs of conducting audits or inspections**

7.12 The Supplier will reimburse CCS's reasonable costs incurred in relation to the audit or inspection, if it reveals that:

- the Supplier has committed a material Default
- the Supplier has underpaid an amount equal to or greater than 5% of the Management Charge due in respect of any month

7.13 Each Party is responsible for covering all other costs that they may incur from their compliance with the obligations of this Framework Agreement.

## **Section 8 - Charges and payment**

### **Generic - All Services**

8.1 The Supplier's price ranges may be published on the Digital Marketplace and will be the basis against which Call-Off Contracts will be awarded and operated.

8.2 The Supplier is not permitted to exceed its maximum or standard prices (depending on Lot) in any Further Competitions.

8.3 The Supplier will be able to propose changes to their prices during the duration of the Framework Agreement with prior approval from CCS.

8.4 The Supplier will be able to add new Service(s) as described in Section 2 - 'Services offered'. After a Service is added, CCS will moderate the addition and ask for further information if necessary.

8.5 In connection with any Further Competition, the Supplier will provide pricing in the format and pricing mechanism, including any discount structures, specified by the Buyer in the brief. The Buyer may request that the Supplier provide a breakdown of the total price. The Supplier must provide cost breakdown in the format and to the timetable requested by the Buyer. Failure of the Supplier to do this means the Buyer may reject the Suppliers bid.

8.6 All prices bid by Suppliers during Further Competition must be honoured by the Supplier for the duration of the Call-Off Contract or such period defined by the Buyer in the Further Competition.

8.7 Where a Buyer chooses to re-award the Call-Off Contract as permitted under clause 24 in the Call-Off Contract terms and conditions, the next available Supplier will be in exactly the same position as the original winning Supplier, save as to the prices which will be the next available Supplier's.

8.8 The Supplier will invoice the Buyer the full cost of the Services and will not require the Buyer to pay any third party for Services supplied by the Supplier.

### **Digital outcomes**

8.9 The Supplier will provide a total price for delivery of the outcome.

8.10 The Buyer may require the Supplier to clarify their pricing.

### **Digital specialists**

8.11 As part of the Framework Application, the Supplier will provide a day rate price range per role per Working Day. The maximum day rate will be the maximum a Supplier can charge per day for that specific role.

8.12 The day rate ranges will be submitted by the Supplier through the Digital Marketplace when they apply for the framework and may be amended as set out in

clause 8.3.

8.13 During a Further Competition, the Supplier will provide a day rate for the role and skills required by the brief. The day rate price excludes VAT, and excludes travel and expenses – which is capped at the Buyer expense policy permitted maximum.

### **User research studios**

8.14 As part of the Framework Application, the Supplier will provide the standard price to hire each studio they offer (excluding optional extras) for the minimum period that the studio can be hired for. The price will include standard facilities and amenities.

8.15 During Further Competition, the Supplier will provide a total cost for the studios based on the facilities required by the Buyer and the period over which the studio is required.

### **User research participants**

8.16 As part of the Framework Application, the Supplier will provide the price range to recruit a user research participant.

8.17 During Further Competition, the Supplier will provide a total cost per participant recruited. Participant price will include all incentives, recruitment and any travel and subsistence costs paid to participants. The Supplier may be asked to provide a breakdown of their pricing.

8.18 The Buyer will not pay for participants who do not attend on the day.

8.19 The Supplier is solely responsible for payments to participants. Neither CCS nor the Buyer will be responsible for making any such payments.

## **Section 9 - General governance**

### **Relationship**

9.1 Neither Party can act as agent of the other or make representations on their behalf.

### **Changes to this Framework Agreement**

9.2 This Framework Agreement may be amended if CCS notifies the Supplier that it wishes to change the provisions of this Framework Agreement (including any variations suggested by the Supplier) and provides the Supplier with full written details of any such proposed change. Both Parties must agree to the variation and a written variation agreement must be signed by both Parties.

9.3 If no agreement is reached by the Parties within (30) Working Days after notification was given, CCS may either:

- agree that the Parties shall continue to perform their obligations under this Framework Agreement without the variation
- terminate this Framework Agreement

### **Who can buy using this Framework Agreement**

9.4 Organisations as outlined in the Contract Notice within the Official Journal of the European Union ('OJEU Contract Notice'). These are known as 'Buyers'.

### **No guarantee of work**

9.5 Neither CCS nor any other Buyer has to offer the Supplier any Call-Off Contract.

9.6 Passive behaviour, such as failure to participate in any Further Competition for any 3-month rolling period or failure to notify CCS of their reasons for not competing, may result in the Supplier needing to explain their passive behaviour to CCS or being suspended from this Framework Agreement.

9.7 No exclusivity has been offered regarding volume or value guarantee by CCS for the provision set out in this Framework Agreement.

### **Entire Agreement**

9.8 This Framework Agreement is the entire agreement between the Parties.

9.9 Each of the Parties relies entirely on the undertakings and representations expressed within this Framework Agreement.

### **Law and jurisdiction**

9.10 This Framework Agreement, any Call-Off Contract and any non-contractual obligations associated with these will be governed by the Laws of England and

Wales and the Parties will adhere to the jurisdiction of the courts of England and Wales.

9.11 The remaining part of the Framework Agreement will still apply if any part of it is deemed illegal or invalid by a UK court.

### **Legislative change**

9.12 The Supplier will neither be relieved of its obligations under this Framework Agreement nor be entitled to increase the Framework Agreement prices as the result of a general change in Law or a Specific Change in Law without approval from CCS.

9.13 If a Specific Change in Law occurs during the term, which has a material impact on the delivery of the Services or the Framework Agreement price range, the Supplier will notify CCS of the likely effects of that change. This will include whether any change is required to the Services, the Framework Agreement price range or this Framework Agreement.

### **Legal acts**

9.14 Prevention of bribery and corruption

9.14.1 The Supplier will ensure that any person acting on the Supplier's behalf will not commit any Prohibited Act in connection with this Framework Agreement.

9.14.2 If the Supplier breaches this clause, CCS may terminate this Framework Agreement.

9.14.3 Without prejudice to its other rights and remedies under this clause, CCS will be entitled to recover in full from the Supplier and the Supplier will on demand compensate CCS in full from and against:

- the amount of value of any such gift, consideration or commission
- any other Loss sustained by the CCS in consequence of any breach of this clause

9.14.4 The Parties agree that the Management Charge payable does not constitute an offence under section 1 of the Bribery Act 2010.

9.15 Freedom of Information Act

9.15.1 The Supplier acknowledges that CCS and Buyers are subject to the requirements of the Freedom of Information Act (FoIA) and the Environmental Information Regulation (EIR).

9.15.2 The Supplier will help and co-operate with CCS and the Buyers to enable them to comply with their Information disclosure obligations regarding this Framework Agreement and any Call-Off Contracts.



9.15.3 The Supplier will in no event respond directly to a Request for Information under the FoIA.

9.15.4 The Supplier will note that the Information disclosed in response to a FoIA or EIR request may include its response. This may include attachments, embedded documents, any score or details of the evaluation of a response.

9.15.5 If the Supplier considers any part of its response to be confidential or commercially sensitive, the Supplier will:

- identify this Information
- explain the potential implications of its disclosure, specifically addressing the public interest test as in the FoIA
- estimate how long it believes such Information will remain confidential or commercially sensitive

9.15.6 CCS will then consider whether or not to withhold such Information from publication. Even where Information is identified as confidential or commercially sensitive, CCS may be required to disclose such Information in accordance with the FoIA or the EIR.

9.15.7 CCS must form an independent judgement of whether the Supplier's Information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Suppliers must refer any request for Information, including requests relating to the procurement, to CCS.

## 9.16 Promoting tax compliance

9.16.1 If tax non-compliance occurs during the Framework Agreement the Supplier will:

- notify CCS in writing within 5 Working Days of its occurrence
- promptly provide CCS with:
  - details of the steps that the Supplier is taking to address the non-compliance
  - other information in relation to the non-compliance as CCS may reasonably require

9.16.2 If the Supplier fails to comply with this clause or does not provide details of its proposed mitigating factors, which in the reasonable opinion of CCS are acceptable, then CCS reserves the right to terminate this Framework Agreement for material Default.

## 9.17 Official Secrets Act

9.17.1 The Supplier will comply with and ensure that the Supplier Staff comply with the provisions of the Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989.

## 9.18 Subcontracting

9.18.1 The Supplier will deliver the Services offered themselves, and will not solely source staff for others.

9.18.2 The Supplier will only subcontract with the approval of the Buyer. If the Supplier chooses to use Subcontractors, this will be outlined in any bid along with the percentage of delivery allocated to each Subcontractor.

9.18.3 The Supplier will take direct contractual responsibility and full accountability for delivering the services they provide using Subcontractors.

#### 9.19 Environmental requirements

9.19.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

9.19.2 The Supplier must support Buyers in their efforts to work in an environmentally-friendly way, eg by helping them engage in practices like recycling or lowering their carbon footprint.

### **Other Parties**

#### 9.20 Rights of Third Parties

9.20.1 Subject to clause 9.20.2 below, a person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the Contracts (Rights of Third Parties) Act 1999.

9.20.2 Buyers may, with CCS's approval, enforce any provision of this Framework Agreement which is for the benefit of any Buyer as a third-party beneficiary in accordance with the Contracts (Rights of Third Parties) Act 1999.

9.20.3 CCS may act as agent and trustee for each Buyer. CCS may enforce any clause or recover any Loss on behalf of a Buyer in connection with a breach of any such clause.

### **Talking about the work**

#### 9.21 Complaints handling and resolution

9.21.1 Either Party will notify the other Party of any complaints made by Buyers, which are not resolved within 5 Working Days.

9.21.2 If the Supplier is the Party providing the notice, the notice will contain full details of the Supplier's plans to resolve the complaint.

9.21.3 The Supplier will work to resolve the complaint within 10 Working Days of being notified of it.

9.21.4 Within 2 Working Days of a request by CCS or the Buyer, the Supplier will provide full details of a complaint, including details of steps taken to resolve it.

### **Conflicts of interest and ethical walls**

9.22 The Supplier must not be in a position where there is a conflict, and will use all reasonable endeavours to avoid being in a position where there is a potential conflict, between its interests (or the interests of any affiliated company) and the duties owed to CCS and the Buyer under this Framework Agreement or any Call-Off Contract. Any breach of this clause will be deemed to be a Material Breach.

9.23 A conflict of interest may occur where the Supplier or an affiliated company is bidding or intends to bid for the opportunity to deliver Services where the Supplier or an affiliated company has had involvement in the same or other related project that may give them an advantage. Where there is a risk of conflict, the Supplier will promptly establish the necessary ethical wall arrangement(s) to eliminate it. The Supplier must do this before the Call-Off commencement date of any affected Call-Off Contract, unless otherwise agreed with the Buyer. Details of such arrangements must be submitted as soon as possible to the affected Buyer (or where no Call-Off Contract then exists, to the affected Buyer who is tendering for Replacement Services).

9.24 The Supplier will fully compensate and keep CCS and all Buyers safe from Losses which the Buyer or the Crown may suffer or incur at any time as a result of any claim (whether actual alleged asserted or substantiated and including third-party claims) arising as a result of a breach of this clause.

### **Publicity, branding, media and official enquiries**

9.25 The Supplier will not do anything which may damage the public reputation of CCS. CCS may terminate this Framework Agreement for Material Breach if the Supplier causes material adverse publicity relating to or affecting CCS, or this Framework Agreement. This is true whether or not the act or omission in question was done in connection with the performance by the Supplier of its obligations hereunder.

9.26 CCS will be entitled to publicise this Framework Agreement in accordance with any legal obligation on CCS, including any examination of this Framework Agreement by the National Audit Office following the National Audit Act 1983.

### **Promotion**

9.27 The Supplier will compensate CCS against all Losses resulting from the Supplier's use of CCS's logo. The Supplier will not make any press announcements without CCS's approval.

### **Non-Discrimination**

9.28 The Supplier will not unlawfully discriminate within the meaning and scope of any Law relating to discrimination.

9.29 The Supplier will make sure that all Supplier Staff engaged or employed in the performance of this Framework Agreement and any Call-Off Contract observe this clause.

9.30 The Supplier will notify CCS immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

### **Use of assets**

9.31 Intellectual Property Rights and indemnity

9.31.1 Other than as set out in any Call-Off Contract, neither CCS, the Buyer nor the Supplier will acquire any right, title or interest in the other's Intellectual Property Rights (IPR).

9.31.2 The Supplier warrants that it owns, or has obtained, valid licences for all IPR that are necessary to perform its obligations under this Framework Agreement and any Call-Off Contract, other than any IPR provided to the Supplier by the Buyer. The Supplier will maintain the same in full force and effect during this Framework Agreement and all Call-Off Contracts.

9.32 Data

9.32.1 The Supplier will comply with any notification requirements under the Data Protection Legislation and both Parties will observe their obligations under it.

9.32.2 The Parties will comply with the Data Protection Legislation for the purposes of which CCS is the Controller and the Supplier the Processor. The only processing the Supplier is authorised to do (unless otherwise required by Law) in respect of its contractual relationship with CCS under this Framework Agreement is:

- i) restricted to operations that are strictly necessary for the management/administration of this Framework Agreement; and
- ii) limited to Personal Data relating to CCS and Buyer personnel, such as contact details, strictly required for the fulfilment of the Supplier's obligation under this Framework Agreement.

9.32.3 The Supplier will notify CCS immediately if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or becomes aware of a Data Loss Event and will provide CCS with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation in accordance with any timescales reasonably required by CCS.

9.32.4 The Supplier will provide all reasonable assistance to CCS to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to processing

operations, risks and measures) and must notify CCS immediately if it considers that the CCS's instructions infringe the Data Protection Legislation.

9.32.5 The Supplier must have in place Protective Measures to guard against a Data Loss Event, which take into account: the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.

9.32.6 The Supplier will ensure that the Supplier Staff only process Personal Data in accordance with this Framework Agreement and take all reasonable steps to ensure the reliability and integrity of Supplier Staff with access to Personal Data.

9.32.7 CCS may amend this Framework Agreement on not less than 30 Working Days' notice to the Supplier to ensure that it complies with any guidance issued by the Information Commissioner's Office.

9.32.8 The Supplier will:

- provide CCS and the Buyer with any information they may reasonably request to ensure the Supplier is complying with all of its obligations under the Data Protection Legislation which arise in connection with the Framework Agreement or under a Call-Off Contract
- ensure that it doesn't knowingly or negligently do or omit to do anything which places CCS or Buyers in breach of their Data Protection Legislation obligations
- not transfer Personal Data outside of the European Economic Area unless the prior written consent of CCS has been obtained, and
  - (i) CCS or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by CCS;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist CCS in meeting its obligations); and
  - (iv) the Supplier complies with any reasonable instructions notified to it in advance by CCS with respect to the processing of the Personal Data.
- obtain the prior written consent of CCS before allowing any Sub-processor to process any Personal Data related to this Framework Agreement and shall remain fully liable for the acts and omissions of any Sub-processor
- maintain complete and accurate records and information to demonstrate its compliance with clauses 9.32.1 to 9.32.9.

9.32.9 Each Party will:

- treat all the other Party's Confidential Information as confidential and safeguard it accordingly
- not disclose the other Party's Confidential Information to any other person without the prior and written consent of the other Party

9.32.10 The above clauses will not apply to any Confidential Information in the following circumstances:

- it is public knowledge
- it was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party
- it is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
- it is information independently developed without access to the Confidential Information
- it must be disclosed following a statutory or legal obligation
- it is disclosed on a confidential basis to a professional adviser

9.32.11 It is recommended that Suppliers and Buyers sign a non-disclosure agreement before they share any Confidential Information.

## Communication

9.33 Any notices sent in relation to this Framework Agreement must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'. CCS's email address is: [info@crowcommercial.gov.uk](mailto:info@crowcommercial.gov.uk).

9.34 The following table sets out the method by which notices may be served under this Framework Agreement and the respective deemed time and proof of service:

<b>Manner of Delivery</b>	<b>Deemed time of delivery</b>	<b>Proof of Service</b>
Email	9am on the first Working Day after sending	Dispatched in an emailed pdf to the correct email address without any error message

## Insurance

9.35 The Supplier will have employer's liability insurance of at least £5,000,000 prior to framework award. Thereafter, Suppliers will need to maintain such further insurances and to the indemnity levels specified by the Buyer in each Call-Off Contract.

## Confidentiality

9.36 CCS may disclose the Supplier's Confidential Information:

- to any central government body on the basis that the information may only be further disclosed to central government bodies;
- to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;
- if CCS (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
- on a confidential basis to exercise its rights or comply with its obligations under the Framework Agreement; or
- to a proposed transferee, assignee or novatee of, or successor in title to, CCS.

9.37 References to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing the same terms as those placed on CCS under Clauses 9.32.9, 9.32.10 and 9.36 to 9.40.

9.38 The Supplier may only disclose CCS's Confidential Information to Supplier Staff who are directly involved in the provision of the Services and who need to know the information to provide the Services. The Supplier will ensure that its Supplier Staff will comply with these obligations.

9.39 Either Party may use techniques, ideas or knowledge gained during the Framework Agreement unless the use of these things results in them disclosing the other Party's Confidential Information where such disclosure is not permitted by the Framework Agreement, or is an infringement of Intellectual Property Rights.

9.40 Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) may be published by CCS and may be shared with other Buyers. Where Confidential Information is shared with other Buyers, CCS will notify the recipient of the information that its contents are confidential.

## **Severability**

9.41 If any part of the Framework Agreement becomes invalid, illegal or unenforceable, it will be severed from the Framework Agreement and the remaining parts of the Framework Agreement or any Call-Off Contract will be unaffected.

9.42 If any fundamental part of this Framework Agreement becomes invalid, the Authority and the Supplier may agree to remedy the invalidity. If the Parties are not able to do so within 20 working days of becoming aware of the invalidity, the Framework Agreement will be automatically terminated and each Party will be responsible for their own costs arising from the termination of the Framework Agreement.

## Section 10 - Defined Terms

10.1 In this Framework Agreement, the following expressions and defined terms have the following interpreted meaning:

<b>'Application'</b>	The response submitted by the Supplier to the Invitation to Tender (ITT)
<b>'Assurance'</b>	The verification process undertaken by CCS as described in section 5 of the Framework Agreement
<b>'Background IPRs'</b>	Any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Call-Off Contract (whether prior to the start date or otherwise)
<b>'Buyer'</b>	A UK public sector body, or Contracting Authority, as described in the OJEU Contract Notice, that can execute a competition and a Call-Off Contract within this Framework Agreement
<b>'Buyer Background IPRs'</b>	Background IPRs of the Buyer
<b>'Buyer's Confidential Information'</b>	<p>All Buyer Data and any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Suppliers of the Buyer, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</p> <p>Any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')</p>
<b>'Buyer Data'</b>	Data that is owned or managed by the Buyer, including Personal Data gathered for user research, eg recordings of user research sessions and lists of user research participants
<b>'Buyer Software'</b>	Software owned by or licensed to the Buyer (other than under or pursuant to this Framework Agreement or any Call-Off Contract), which is or will be used by the Supplier for the purposes of providing the Services
<b>'Call-Off Contract'</b>	The legally binding agreement (entered into following the provisions of this Framework Agreement) for the provision of Services made between a Buyer and the Supplier



	This may include the key information summary, Order Form, requirements, Supplier's response, Statement of Work (SOW), contract change notice and terms and conditions as set out in the Call-Off Contract Order Form in the form published on the Digital Marketplace following publication of the OJEU Contract Notice
<b>'Charges'</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the applicable SOW(s), in consideration of the full and proper performance by the Supplier of the Supplier's obligations under the Call-Off Contract and the specific obligations in the applicable SOW
<b>'Commercially Sensitive Information'</b>	Information, which CCS has been notified about, (before the start date of the Framework Agreement) or the Buyer has been notified about (before the Call-Off Contract start date). Any notifications must contain full details of why the Information is deemed to be commercially sensitive
<b>'Comparable Supply'</b>	The supply of services to another customer of the Supplier that are the same or similar to any of the Services
<b>'Confidential Information'</b>	CCS's Confidential Information or the Supplier's Confidential Information, which may include (but is not limited to): <ul style="list-style-type: none"> <li>• any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li> <li>• any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')</li> </ul>
<b>'Contracting Authority'</b>	The Buyer and any other person as listed in the OJEU Notice or Regulation 2 of the Public Contracts Regulations 2015, as amended from time to time, including CCS
<b>'Control'</b>	Control as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and

	'Controlled' will be interpreted accordingly
<b>'Controller'</b>	Takes the meaning given in the Data Protection Legislation
<b>'Crown'</b>	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
<b>'Data Loss Event'</b>	Any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Framework Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Framework Agreement, including any Personal Data Breach.
<b>'Data Protection Impact Assessment'</b>	An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
<b>'Data Protection Legislation'</b>	All applicable Law about the processing of personal data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
<b>'Data Subject'</b>	Takes the meaning given in the Data Protection Legislation.
<b>'Default'</b>	<ul style="list-style-type: none"> <li>• any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• any other default, act, omission, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff in connection with or in relation to this Framework Agreement or this Call-Off Contract</li> </ul> <p>Unless otherwise specified in this Call-Off Contract the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer</p>
<b>'Deliverable'</b>	A tangible work product, professional service, outcome or related material or item that is to be achieved or delivered to the Buyer by the Supplier as part of the Services as defined in the Order Form and all subsequent Statement

	of Work
<b>'Digital Marketplace'</b>	The government marketplace where Services will be bought ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )
<b>'DPA 2018'</b>	Data Protection Act 2018
<b>'Electronic Invoice'</b>	An invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing pursuant to regulation 113A of the Public Contracts Regulations 2015
<b>'Equipment'</b>	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under the Call-Off Contract
<b>'FoIA'</b>	The Freedom of Information Act 2000 and any subordinate legislation made under the Act occasionally together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
<b>'Framework Agreement'</b>	This contractually-binding document
<b>'Fraud'</b>	The making of a false representation or failing to disclose relevant information, or the abuse of position, in order to make a financial gain or misappropriate assets
<b>'Further Competition'</b>	The Further Competition procedure as described in Section 3 - How Services will be bought.
<b>'GDPR'</b>	The General Data Protection Regulation (Regulation (EU) 2016/679)
<b>'Good Industry Practice'</b>	Standards and procedures conforming to the Law and the application of skill, care and foresight which would be expected from a person or body who has previously been engaged in a similar type of undertaking under similar circumstances. The person or body must adhere to the technology code of practice ( <a href="https://www.gov.uk/service-manual/technology/code-of-practice.html">https://www.gov.uk/service-manual/technology/code-of-practice.html</a> ) and the government service design manual ( <a href="https://www.gov.uk/service-manual">https://www.gov.uk/service-manual</a> )
<b>'Group'</b>	A company plus any subsidiary or Holding Company.

	'Holding company' and 'Subsidiary' are defined in section 1159 of the Companies Act 2006
<b>'Group of Economic Operators'</b>	A partnership or consortium not (yet) operating through a separate legal entity.
<b>'Holding Company'</b>	As described in section 1159 and Schedule 6 of the Companies Act 2006
<b>'Information'</b>	As described under section 84 of the Freedom of Information Act 2000, as amended from time to time
<b>'Insolvency Event'</b>	Can be: <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> </ul>
<b>'Intellectual Property Rights' or 'IPR'</b>	means: <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), know-how, trade secrets and moral rights and other similar rights or obligations whether registerable or not;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off.</p>
<b>'ITT' or "Invitation to Tender"</b>	The Invitation to Tender issued by CCS on <b>08/07/2019</b> for the provision of Digital Outcomes and Specialists Services
<b>'Key Staff'</b>	Means the Supplier Staff named in the SOW as such
<b>'KPI Target'</b>	The acceptable performance level for a key performance indicator (KPI)

<b>'Law'</b>	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of Law, or directives or requirements of any Regulatory Body
<b>'LED'</b>	Law Enforcement Directive (Directive (EU) 2016/680)
<b>'Loss'</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly
<b>'Lot'</b>	A subdivision of the Services which are the subject of this procurement as described in the OJEU Contract Notice
<b>'Malicious Software'</b>	Any software program or code intended to destroy, or cause any undesired effects. It could be introduced wilfully, negligently or without the Supplier having knowledge of its existence.
<b>'Management Charge'</b>	The sum paid by the Supplier to CCS for the Services invoiced to Buyers under Clause 6.21
<b>'Management Information'</b>	The management information (MI) specified in section 6 (What you report to CCS) of this Framework Agreement
<b>'Management Information (MI) Failure'</b>	If any of the below instances occur, CCS may treat this as an 'MI Failure': <ul style="list-style-type: none"> <li>• there are omissions or errors in the Supplier's submission</li> <li>• the Supplier uses the wrong template</li> <li>• the Supplier's report is late</li> <li>• the Supplier fails to submit a report</li> </ul>
<b>'Material Breach' (Framework Agreement)</b>	A breach by the Supplier of the following Clauses in this Framework Agreement: <ul style="list-style-type: none"> <li>• Subcontracting</li> <li>• Non-Discrimination</li> <li>• Conflicts of Interest and Ethical Walls</li> <li>• Warranties and Representations</li> <li>• Provision of Management Information</li> <li>• Management Charge</li> <li>• Prevention of Bribery and Corruption</li> </ul>

	<ul style="list-style-type: none"> <li>● Safeguarding against Fraud</li> <li>● Data</li> <li>● Intellectual Property Rights and Indemnity</li> <li>● Confidentiality</li> <li>● Official Secrets Act</li> <li>● Audit</li> <li>● Assurance</li> </ul>
<b>'Material Breach' (Call-Off Contract)</b>	A single serious breach of or persistent failure to perform as required in the Call-Off Contract
<b>'OJEU Contract Notice'</b>	The advertisement for this procurement issued in the Official Journal of the European Union
<b>'Order Form'</b>	An order set out in the Call-Off Contract for Digital Outcome and Specialist services placed by a Buyer with the Supplier
<b>'Other Contracting Authorities'</b>	All Contracting Authorities, or Buyers, except CCS
<b>'Party'</b>	<ul style="list-style-type: none"> <li>● for the purposes of the Framework Agreement, CCS or the Supplier</li> <li>● for the purposes of the Call-Off Contract, the Supplier or the Buyer and 'Parties' will be interpreted accordingly</li> </ul>
<b>'Personal Data'</b>	Takes the meaning given in the Data Protection Legislation.
<b>'Personal Data Breach'</b>	Takes the meaning given in the Data Protection Legislation.
<b>'Processing'</b>	This has the meaning given to it under the Data Protection Legislation but, for the purposes of this Framework Agreement and Call-Off Contract, it will include both manual and automatic processing. 'Process' and 'processed' will be interpreted accordingly.
<b>'Processor'</b>	Takes the meaning given in the Data Protection Legislation.
<b>'Prohibited Act'</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>● induce that person to perform improperly a relevant function or activity</li> <li>● reward that person for improper performance of a relevant function or activity</li> <li>● commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul>
<b>'Project-Specific IPRs'</b>	<ul style="list-style-type: none"> <li>● Intellectual Property Rights in items, including Deliverables, created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Call-Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or</li> <li>● Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under a Call-Off Contract; but not including the Supplier Background IPRs</li> </ul>
<b>'Property'</b>	The property, other than real property and IPR, issued or made available to the Supplier by the Buyer in connection with a Call-Off Contract
<b>'Protective Measures'</b>	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
<b>'Regulations'</b>	The Public Contracts Regulations 2015 (at <a href="http://www.legislation.gov.uk/uksi/2015/102/contents/made">http://www.legislation.gov.uk/uksi/2015/102/contents/made</a> ) and the Public Contracts (Scotland) Regulations 2012 (at <a href="http://www.legislation.gov.uk/ssi/2012/88/made">http://www.legislation.gov.uk/ssi/2012/88/made</a> ) as amended from time to time
<b>'Regulatory Bodies'</b>	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Framework Agreement
<b>'Reporting Date'</b>	The seventh day of each month following the month to which the relevant MI relates. A different date can be chosen if agreed between the Parties
<b>'Request for Information'</b>	A request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations

<b>'Self Audit Certificate'</b>	The certificate in the form as set out in Framework Schedule 1 - Self Audit Certificate, to be provided to CCS by the Supplier in accordance with Clause 7.6.
<b>'Services'</b>	Digital outcomes, digital specialists, user research studios or user research participants to be provided by the Supplier under a Call-Off Contract
<b>'Specific Change in Law'</b>	A change in the Law that relates specifically to the business of CCS and which would not affect a Comparable Supply
<b>'Statement of Requirements'</b>	A statement issued by CCS or any Buyer detailing its Services requirements issued in the Call-Off Contract
<b>'Statement of Work' (SOW)</b>	The document outlining the agreed body of works to be undertaken as part of the Call-Off Contract between the Buyer and the Supplier. This may include (but is not limited to) the Statement of Requirements, the Deliverable(s), the completion dates, the charging method. Multiple SOWs can apply to a Call-Off Contract
<b>'Subcontractor'</b>	Each of the Supplier's Subcontractors or any person engaged by the Supplier in connection with the provision of the digital services as may be permitted by this Framework Agreement under Clause 9.18
<b>'Sub-processor'</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Framework Agreement.
<b>'Supplier'</b>	A Supplier of Digital Outcomes and Specialists Services who can bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union (OJEU Contract Notice)
<b>'Supplier Background IPRs'</b>	Background IPRs of the Supplier
<b>'Supplier Declaration'</b>	The declaration completed by the Supplier as part of its application to join this framework
<b>'Supplier Software'</b>	Software which is proprietary to the Supplier and which is or will be used by the Supplier for the purposes of providing the Services
<b>'Supplier Staff'</b>	All persons employed by the Supplier including the Supplier's agents and consultants used in the performance of its obligations under this Framework Agreement or any Call-Off Contracts
<b>'Working Day'</b>	Any day other than a Saturday, Sunday or



	public holiday in England and Wales, from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in the Call-Off Contract
<b>'VAT'</b>	Value added tax in accordance with the provisions of the Value Added Tax Act 1994

## 10.2 Interpretation

10.2.1 The interpretation and construction of this Framework Agreement will all be subject to the following provisions:

- words importing the singular meaning include where the context so admits the plural meaning and vice versa
- words importing the masculine include the feminine and the neuter and vice versa
- the words 'include', 'includes' 'including' 'for example' and 'in particular' and words of similar effect will not limit the general effect of the words which precede them
- references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind
- references to any statute, regulation or other similar instrument will be construed as a reference to the statute, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted
- headings are included in this Framework Agreement for ease of reference only and will not affect the interpretation or construction of this Framework Agreement
- references in this Framework Agreement to any clause or framework schedule without further designation will be construed as a reference to the clause or sub-clause or schedule to this Framework Agreement so numbered
- references in this Framework Agreement to any paragraph or sub-paragraph without further designation will be construed as a reference to the paragraph or sub-paragraph of the relevant framework schedule to this Framework Agreement so numbered
- reference to a clause is a reference to the whole of that clause unless stated otherwise

10.2.2 In the event and to the extent only of any conflict between any provisions of this Framework Agreement the conflict will be resolved, subject to this section, in accordance with the following order of precedence:

- Framework Agreement section 2
- All other Framework Agreement sections
- Schedules to the Framework Agreement

10.2.3 If there is any conflict between the provision of this Framework Agreement and provision of any Call-Off Contract, the provision of this Framework Agreement will prevail over those of the Call-Off Contract except

that any refinement to the Call-Off Contract permitted for the purposes of a Call-Off Contract under Section 4 (How Services will be delivered) will prevail over Section 3 (How Services will be bought).

10.2.4 Where the Application contains provisions which are more favourable to CCS or the Buyer in relation to the rest of the Framework Agreement or Call-Off Contract, such provisions of the Application will prevail. CCS and Buyer will in their absolute and sole discretion determine whether any provision is more favourable to them in relation to the Framework Agreement and Call-Off Contract.

10.2.5 Each time a Call-Off Contract is entered into, the warranties, representations and undertakings given by the Supplier in relation to that Call-Off Contract under this Framework Agreement will be deemed to be repeated by the Supplier with reference to the circumstances existing at the time that the warranty, representations and undertakings are being repeated.

### **Using the Digital Marketplace**

10.3 The Supplier will describe its Services on the Digital Marketplace. It will keep this information updated for the length of this Framework Agreement. The Supplier will honour its prices and other terms quoted in its Digital Marketplace entries.

## Schedule 1 - Self Audit Certificate

[To be signed by the company's auditor. The company's auditor may include, but not be limited to, the Head of Internal Audit, Finance Director or company's external auditor]

Dear Sirs,

In accordance with the Framework Agreement entered into on [DD/MM/YYYY\_AGREEMENT DATE] between [Supplier\_FULL\_NAME] and by the CCS, we confirm the following:

- In our opinion [Supplier\_FULL\_NAME] has in place suitable systems for identifying and recording the transactions taking place under the provisions of this Framework Agreement.
- We have tested the systems for identifying and reporting on framework activity and found them to be operating satisfactorily.
- We have tested a sample of [Insert number of sample transactions tested] orders and invoices/Electronic Invoices during our audit for the financial year ended [insert financial year] and confirm that they are correct and in accordance with the terms and conditions of this Framework Agreement.

### Supplier:

Print Name:	
Signed:	
Position:	
Date:	

## **Schedule 2 - MI reporting template**

Please see 'Framework Schedule 2 - MI Reporting template' referred to in the ITT.

## Schedule 3 - Corporate Social Responsibility

### 1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### 2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### 3. Modern Slavery, Child Labour and Inhumane Treatment

**"Modern Slavery Helpline"** means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
  - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

#### **4. Income Security**

##### **4.1 The Supplier shall:**

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
  - (a) as a disciplinary measure
  - (b) except where permitted by law; or
  - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## **5. Working Hours**

### 5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
  - (a) the extent;
  - (b) frequency; and
  - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 1.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 1.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
  - 1.3.1 this is allowed by national law;

1.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and

1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

1.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## **2. Sustainability**

2.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>