

Key changes between the DOS 3 and DOS 4 Framework Agreements

The below table sets out the key changes between the DOS 3 and DOS 4 Framework Agreements. It does not set-out minor changes such as numbering and the capitalisation of individual terms, however all existing and new capitalised terms are defined under Framework Agreement Schedule 3 - Glossary and Interpretations. This is intended to be used as a guide and Applicants are recommended to complete their own checks.

Place in Framework Agreement	Description of Update	DOS 3 Framework Agreement	DOS 4 Framework Agreement
Section 3 - How Services will be bought, Clause 3.3 Who is responsible for awarding a Call-Off Contract	Update to clarify checking of IR35 rules	3.3 CCS is not responsible for the actions of any Buyer.	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').
Section 4 - How Services will be delivered, Clause 4.11 Warranty and liability	Updated to be in line with the Public Sector Contract	4.11 The maximum liability that a Supplier will be required to pay CCS for a breach of this Framework Agreement will be £100,000.	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.
Section 4 - How Services will be delivered, Clauses 4.12 to 4.14 Warranty and liability	Updated to be in line with the Public Sector Contract	New for DOS 4	<p>4.12 No Party is liable to the other for:</p> <ul style="list-style-type: none"> ● any indirect Losses ● Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect) <p>4.13 In spite of Clause 4.11 and 4.12, neither Party limits or excludes any of the following:</p> <ul style="list-style-type: none"> ● 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

			<ul style="list-style-type: none"> • 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 <p>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.</p>
Section 5 - What happens if the Supplier fails to meet the terms of this Framework Agreement, Clause 5.1.1 Suspension, termination and expiry	Updated to include Material Breach	<p>5.1.1 CCS may choose to suspend or terminate this Framework Agreement at its discretion for any of the following:</p> <ul style="list-style-type: none"> • if a Supplier Insolvency Event occurs • if at least 3 MI Failures occur within a 6-month rolling period 	<p>5.1.1 CCS may choose to suspend or terminate this Framework Agreement at its discretion for any of the following:</p> <ul style="list-style-type: none"> • 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
Section 6 - What you report to CCS, Clause 6.5 Management Information	Added Electronic Invoice	<p>6.5 Every month, the Supplier must:</p> <ul style="list-style-type: none"> • report on each bid submitted • report on each order agreed • report on each Statement of Work agreed • report on each 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 7th day of the following month, or the nearest Working Day before the 7th day if it's a weekend or public holiday 	<p>6.5 Every month, the Supplier must:</p> <ul style="list-style-type: none"> • 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 7th day of the following month, or the nearest Working Day before the 7th day if it's a weekend or public holiday
Section 6 - What you report to CCS, Clause	Update on Report Management Information	<p>6.6 The completed template will be returned by uploading it directly to the CCS Management</p>	<p>6.6 The completed template will be returned by uploading it directly to the CCS Report</p>

6.6 Management Information	system	Information System Online (MISO) system unless specified otherwise by CCS.	Management Information (Report MI or RMI) system (https://www.reportmi.crowncommercial.gov.uk) unless specified otherwise by CCS.
Section 6 - What you report to CCS, Clause 6.8 Management Information	Update on 'no business' submission	6.8 Where there has been no activity for a particular month, the Supplier must submit a 'nil return' for that month.	6.8 Where there has been no activity for a particular month, the Supplier must submit a 'no business' for that month.
Section 6 - What you report to CCS, Clause 6.20 Management Charge	Added purpose of Management Charge	New for DOS 4	6.20 The Supplier must pay CCS the Management Charge for setting up and running this Framework Agreement.
Section 6 - What you report to CCS, Clause 6.21 Management Charge	Definition of Management Charge from Section 10 - Defined Terms	New for DOS 4	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.
Section 9 - General governance, Clauses 9.36 to 9.40 Confidentiality	New Confidentiality clauses	New for DOS 4 (transposed Confidentiality clauses from the Call Off contract and references changed from Buyer to CCS)	9.36 CCS may disclose the Supplier's Confidential Information: <ul style="list-style-type: none"> 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

			<ul style="list-style-type: none">• under the Framework Agreement; or to a proposed transferee, assignee or novatee of, or successor in title to, CCS. <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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Section 9 - General governance, Clauses 9.43 to 9.44 Severability	Renumbered due to added preceding clauses	Clauses 9.36 to 9.37	Clauses 9.43 to 9.44
Section 10 - Defined Terms, Clause 10.1	Updated to Framework Agreement only	10.1 In this Framework Agreement and any subsequent Call-Off Contracts, the following expressions and defined terms have the following interpreted meaning:	10.1 In this Framework Agreement, the following expressions and defined terms have the following interpreted meaning:
Section 10 - Defined Terms, 'Background IPRs'	Updated to be in line with the Public Sector Contract	For each Party: <ul style="list-style-type: none"> • IPRs owned by that Party before the date of a Call-Off Contract, including IPRs contained in any of the Party's know-how, documentation, processes and procedures; • IPRs created by the Party independently of a Call-Off Contract; and/or • For the Buyer, Crown Copyright which is not available to the Supplier otherwise than under a Call-Off Contract; but excluding IPRs owned by that Party subsisting in Buyer Software or Supplier Software 	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)
Section 10 - Defined Terms, 'Electronic Invoice'	Added as per Public Procurement (Electronic Invoices etc.) Regulations 2019	New for DOS 4	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
Section 10 - Defined Terms, 'Fraud'	Added definition of Fraud	New for DOS 4	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

Section 10 - Defined Terms, 'Management Charge'	Simplified definition as already added as Clause 6.21	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	The sum paid by the Supplier to CCS for the Services invoiced to Buyers under Clause 6.21
Section 10 - Defined Terms, 'VAT'	Added definition of VAT	New for DOS 4	Value added tax in accordance with the provisions of the Value Added Tax Act 1994
Schedule 1 - Self Audit Certificate	Added as per Public Procurement (Electronic Invoices etc.) Regulations 2019	<ul style="list-style-type: none"> We have tested a sample of [Insert number of sample transactions tested] orders and 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. 	<ul style="list-style-type: none"> 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.
Schedule 3 - Corporate Social Responsibility	New Corporate Social Responsibility clauses	New for DOS 4	<p>Schedule 3 - Corporate Social Responsibility</p> <p>1. What we expect from our Suppliers</p> <p>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</p> <p>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</p>

			<p>standards set out in this Schedule.</p> <p>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.</p> <p>2. Equality and Accessibility</p> <p>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:</p> <p>2.1.1 eliminate discrimination, harassment or victimisation of any kind; and</p> <p>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.</p> <p>3. Modern Slavery, Child Labour and Inhumane Treatment</p> <p>"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</p>
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			<p>or by telephone on 08000 121 700.</p> <p>3.1 The Supplier:</p> <p>3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;</p> <p>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;</p> <p>3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.</p> <p>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.</p> <p>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.</p> <p>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;</p> <p>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</p>
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			<p>performing obligations under a Contract;</p> <p>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;</p> <p>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;</p> <p>3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;</p> <p>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.</p> <p>4. Income Security</p> <p>4.1 The Supplier shall:</p> <p>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;</p> <p>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;</p>
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			<p>(b) frequency; and (c) hours worked; by individuals and by the Supplier Staff as a whole;</p> <p>5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.</p> <p>5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:</p> <p>5.3.1 this is allowed by national law;</p> <p>5.3.2 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</p> <p>5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.</p> <p>5.4 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.</p> <p>6. Sustainability</p> <p>6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:</p>
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