

Key changes between the DOS 3 and DOS 4 Call-Off Contracts

The below table sets out the key changes between the DOS 3 and DOS 4 Call-Off Contracts. 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 Call-Off Contract	Description of Update	DOS 3 Call-Off Contract	DOS 4 Call-Off Contract										
Part A - Order Form Additional Buyer terms, Specific terms	Deleted table on minimum periods relating to specific clauses	<p>Click here to enter text – amend table as required to change periods relating to specific clauses.</p> <table border="1" data-bbox="882 699 1444 1358"> <thead> <tr> <th data-bbox="882 699 1167 818">Clause</th> <th data-bbox="1167 699 1444 818">Minimum number of days held within the Call-Off Contract</th> </tr> </thead> <tbody> <tr> <td data-bbox="882 818 1167 970">6 Warranties, representations and acceptance criteria</td> <td data-bbox="1167 818 1444 970">Remains Ninety (90) Days from date of Buyer acceptance of release</td> </tr> <tr> <td data-bbox="882 970 1167 1121">22 Managing Disputes</td> <td data-bbox="1167 970 1444 1121">Remains various shown within the Call-Off Contract terms</td> </tr> <tr> <td data-bbox="882 1121 1167 1241">23 Termination</td> <td data-bbox="1167 1121 1444 1241">Remains Fifteen (15) consecutive Working Days</td> </tr> <tr> <td data-bbox="882 1241 1167 1358">29 Help at retendering and handover to</td> <td data-bbox="1167 1241 1444 1358">Remains Ten (10) Working days</td> </tr> </tbody> </table>	Clause	Minimum number of days held within the Call-Off Contract	6 Warranties, representations and acceptance criteria	Remains Ninety (90) Days from date of Buyer acceptance of release	22 Managing Disputes	Remains various shown within the Call-Off Contract terms	23 Termination	Remains Fifteen (15) consecutive Working Days	29 Help at retendering and handover to	Remains Ten (10) Working days	Click here to enter text
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Part B - Terms and conditions, Section 3 – Swap-out, Clause 3.1	Added basis for Buyer's approval	3.1 Supplier Staff providing the Services may only be swapped out with the prior approval of the Buyer.	3.1 Supplier Staff providing the Services may only be swapped out with the prior approval of the Buyer. For this approval, the Buyer will consider: <ul style="list-style-type: none"> • the provisions of Clause 2.1; and • their Statement of Requirements and the Supplier's response. 								
Part B - Terms and conditions, Section 8 - Payment terms and VAT, Clause 8.1	Updated as per Public Procurement (Electronic Invoices etc.) Regulations 2019	8.1 The Buyer will pay the Supplier within 30 days of receipt of a valid invoice submitted in accordance with the Call-Off Contract.	8.1 The Buyer will pay the Supplier within 30 days of receipt of an Electronic Invoice subject to the provisions of Clauses 8.5 and 8.6 or a valid invoice submitted in accordance with the Call-Off Contract.								
Part B - Terms and conditions, Section 8 - Payment terms and VAT, Clause 8.2	Updated as per Public Procurement (Electronic Invoices etc.) Regulations 2019	8.2 The Supplier will ensure that each invoice contains the information specified by the Buyer in the Order Form.	8.2 The Supplier will ensure that each invoice or Electronic Invoice contains the information specified by the Buyer in the Order Form.								
Part B - Terms and conditions, Section 8 - Payment terms and VAT, Clause 8.3	Updated as per Public Procurement (Electronic Invoices etc.) Regulations 2019	8.3 The Call-Off Contract Charges are deemed to include all Charges for payment processing. All Invoices submitted to the Buyer for the Services shall be exclusive of any Management	8.3 The Call-Off Contract Charges are deemed to include all Charges for payment processing. All Invoices and Electronic Invoices submitted to the Buyer for the Services shall be exclusive								

		Charge.	of any Management Charge.
Part B - Terms and conditions, Section 8 - Payment terms and VAT, Clause 8.5	Added as per Public Procurement (Electronic Invoices etc.) Regulations 2019	New for DOS 4	8.5 The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.
Part B - Terms and conditions, Section 8 - Payment terms and VAT, Clause 8.6	Added as per Public Procurement (Electronic Invoices etc.) Regulations 2019	New for DOS 4	8.6 For the purposes of Clause 8.5 an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
Part B - Terms and conditions, Section 9 - Recovery of sums due and right of set-off, Clause 9.1	Clarified right of set-off	9.1 If a Supplier owes money to the Buyer or any Crown body, the Buyer may deduct that sum from the total due to the Supplier.	9.1 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
Part B - Terms and conditions, Section 13 - Intellectual Property Rights, Clause 13.1	Updated to be in line with the Public Sector Contract	13.1 Unless otherwise specified in the Call-Off Contract: <ul style="list-style-type: none"> ● the Buyer will not have any right to the Intellectual Property Rights (IPRs) of the Supplier or its licensors, including the Supplier Background IPRs and any IPRs in the Supplier Software. ● the Crown may publish any Deliverable that is software as open source. ● the Supplier will not, without prior written approval from the Buyer, include any Supplier Background IPR or third party IPR in any Deliverable in such a way to prevent its publication; 	13.1 Unless otherwise specified in the Call-Off Contract: <ul style="list-style-type: none"> ● the Buyer will not have any right to the Intellectual Property Rights (IPRs) of the Supplier or its licensors, including the Supplier Background IPRs and any IPRs in the Supplier Software. ● the Buyer may publish any Deliverable that is software as open source. ● the Supplier will not, without prior written approval from the Buyer, include any Supplier Background IPR or third party IPR in any Deliverable in such a way to prevent its publication

		<ul style="list-style-type: none"> ○ and failure to seek prior approval gives the Buyer right and freedom to use all Deliverables. ● the Supplier will not have any right to the Intellectual Property Rights of the Buyer or its licensors, including: <ul style="list-style-type: none"> ○ the Buyer Background IPRs; ○ the Project-Specific IPRs; ○ IPRs in the Buyer Data. 	<p>and failure to seek prior approval gives the Buyer the right to use all Deliverables.</p> <ul style="list-style-type: none"> ● the Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Project-Specific IPRs together with and including any documentation, source code and object code comprising the Project-Specific IPRs and all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Project-Specific IPRs. ● the Supplier will not have any right to the Intellectual Property Rights of the Buyer or its licensors, including: <ul style="list-style-type: none"> ○ the Buyer Background IPRs; ○ the Project-Specific IPRs; ○ IPRs in the Buyer Data.
Part B - Terms and conditions, Section 13 - Intellectual Property Rights, Clause 13.2	Updated to be in line with the Public Sector Contract	13.2 Where either Party acquires, by operation of Law, right to IPRs that is inconsistent with the allocation of rights set out above, it will assign in writing such IPRs as it has acquired to the other Party on the request of the other Party (whenever the request is made).	13.2 Where either Party acquires, by operation of Law, rights to IPRs that are inconsistent with the allocation of rights set out above, it will assign in writing such IPRs as it has acquired to the other Party.
Part B - Terms and conditions, Section 13 - Intellectual Property Rights, Clause 13.5	Updated to be in line with the Public Sector Contract	13.5 The Supplier will grant the Buyer (and any replacement Supplier) a perpetual, transferable, sub-licensable, non-exclusive, royalty-free licence to copy, modify, disclose and use the Supplier Background IPRs for any purpose	13.5 The Supplier will grant the Buyer (and any replacement Supplier) a perpetual, transferable, sub-licensable, non-exclusive, royalty-free licence to copy, modify, disclose and use the Supplier Background IPRs for any purpose

		<p>connected with the receipt of the Services that is additional to the rights granted to the Buyer under the Call-Off Contract and to enable the Buyer:</p> <ul style="list-style-type: none"> ● to receive the Services; ● to make use of the Services provided by the replacement Supplier; and ● to use any Deliverables. 	<p>connected with the receipt of the Services that is additional to the rights granted to the Buyer under the Call-Off Contract and to enable the Buyer:</p> <ul style="list-style-type: none"> ● to receive the Services; ● to make use of the Services provided by the replacement Supplier; and ● to use any Deliverables <p>and where the Supplier is unable to provide such a licence it must meet the requirement by creating new Project-Specific IPR at no additional cost to the Buyer.</p>
Part B - Terms and conditions, Section 13 - Intellectual Property Rights, Clause 13.8	Updated to be in line with the Public Sector Contract	13.8 At the end of the term of the Call-Off Contract, the Buyer grants to the Supplier a licence to use the Project-Specific IPRs (excluding any information which is the Buyer's Confidential Information or which is subject to the Data Protection Legislation) on the terms of the Open Government Licence v3.0.	Deleted for DOS 4
Part B - Terms and conditions, Section 13 - Intellectual Property Rights, Clause 13.8	Updated to be in line with the Public Sector Contract	13.9 Subject to the above Clause, the Supplier will ensure that no unlicensed software or open source software (other than the open source software specified by the Buyer) is interfaced with or embedded within any Buyer Software or Deliverable.	13.8 The Supplier will ensure that no unlicensed software or open source software (other than the open source software specified by the Buyer) is interfaced with or embedded within any Buyer Software or Deliverable.
Part B - Terms and conditions, Section 13 - Intellectual Property Rights, Clause 13.9	Updated to be in line with the Public Sector Contract	13.10 Before using any third-party IPRs related to the supply of the Services, the Supplier will submit to the Buyer for approval, all details of any third-party IPRs the Buyer requests.	13.9 Before using any third-party IPRs related to the supply of the Services, the Supplier will submit to the Buyer for approval, all details of any third-party IPRs.
Part B - Terms and conditions, Section 13 - Intellectual Property	Updated to be in line with the Public Sector Contract	13.12 If the third-party IPR is made available on terms equivalent to the Open Government Licence v3.0, the request for approval will be	13.11 If the third-party IPR is made available on terms equivalent to the Open Government Licence v3.0, the request for approval will be

Rights, Clause 13.11		agreed and the Supplier will buy licences under these terms. If not, and the Buyer rejects the Request for Approval, then the Call-Off Contract will need to be varied in accordance with Clause 30 'Changes to Services'.	agreed and the Supplier will buy licences under these terms. If not, the Supplier shall notify the Buyer in writing giving details of what licence terms can be obtained and other alternatives and no third-party IPRs may be used without Buyer approval in writing.
Part B - Terms and conditions, Section 13 - Intellectual Property Rights, Clause 13.23	Updated to be in line with the Public Sector Contract	13.24 All Deliverables that are software shall be created in a format, or able to be converted into a format, which is suitable for publication by the Buyer as open source software, unless otherwise agreed by the Buyer.	13.23 All Deliverables that are software shall be created in a format, or able to be converted into a format, which is suitable for publication by the Buyer as open source software, unless otherwise agreed by the Buyer, and shall be based on open standards where applicable. The Supplier warrants that the Deliverables: <ul style="list-style-type: none"> ● are suitable for release as open source; ● have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them; ● do not contain any material which would bring the Buyer into disrepute; ● can be published as open source without breaching the rights of any third party; and ● do not contain any Malicious Software.
Part B - Terms and conditions, Section 13 - Intellectual Property Rights, Clause 13.24	Updated to be in line with the Public Sector Contract	13.25 Where Deliverables that are software are written in a format that requires conversion before publication as open source software, the Supplier shall also provide the converted format to the Authority unless the Authority agrees in advance in writing that the converted format is not required.	13.24 Where Deliverables that are software are written in a format that requires conversion before publication as open source software, the Supplier shall also provide the converted format to the Buyer unless the Buyer agrees in advance in writing that the converted format is not required.
Part B - Terms and	Added to be in line with the	New for DOS 4	13.25 Where the Buyer has authorised a

conditions, Section 13 - Intellectual Property Rights, Clause 13.25	Public Sector Contract		Supplier request not to make an aspect of the Deliverable open source, the Supplier shall as soon as reasonably practicable provide written details of what will not be made open source and what impact that exclusion will have on the ability of the Buyer to use the Deliverable and Project Specific IPRs going forward as open source.
Part B - Terms and conditions, Section 13 - Intellectual Property Rights, Clause 13.26	Added to be in line with the Public Sector Contract	New for DOS 4	13.26 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to this clause to: <ul style="list-style-type: none"> • a Central Government Body; or • to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in this clause.
Part B - Terms and conditions, Section 23 - Termination, Clause 23.1	Clarified right to terminate Call-Off Contract at any time	23.1 The Buyer will have the right to terminate the Call-Off Contract at any time by giving the notice to the Supplier specified in the Order Form. The Supplier's obligation to provide the Services will end on the date set out in the Buyer's	23.1 The Buyer will have the right to terminate the Call-Off Contract at any time by giving the notice to the Supplier specified in the Order Form, subject to clause 23.2 and 23.3 below. The Supplier's obligation to provide the Services will end on the date set out in the Buyer's notice.
Part B - Terms and conditions, Section 34 - Liability, Clause 34.2	Added a breach of Clause 14 (Data Protection and Disclosure)	34.2 In respect of the indemnities in Clause 13 (Intellectual Property Rights) and Clause 28 (Staff Transfer) the Supplier's total liability will be unlimited. Buyers are not limited in the number of times they can call on this indemnity.	34.2 In respect of the indemnities in Clause 13 (Intellectual Property Rights) and Clause 28 (Staff Transfer) and a breach of Clause 14 (Data Protection and Disclosure) the Supplier's total liability will be unlimited. Buyers are not

			limited in the number of times they can call on this indemnity.
Part B - Terms and conditions, Section 34 - Liability, Clause 34.3	Updated liability related to all Losses due to a default	<p>34.3 Subject to the above, each Party's total aggregate liability relating to all Losses due to a Default in connection with this agreement resulting in direct loss or damage to physical Property (including any technical infrastructure, assets or Equipment) of the other Party, will be limited to the greater of the sum of £500,000 or a sum equal to 200% of the Call-Off Contract Charges paid, due or which would have been payable under the Call-Off Contract in the 6 months immediately preceding the event giving rise to the liability.</p> <ul style="list-style-type: none"> Losses covered by this clause 34.3 that occur in the first 6 months of a Call-Off Contract, will be limited to the greater of the sum of £500,000 or a sum equal to 200% of the estimated Call-Off Contract Charges for the first six months of the Call Off Contract. 	<p>34.3 Subject to the above, each Party's total aggregate liability relating to all Losses due to a Default in connection with this agreement will be limited to the greater of the sum of £500,000 or a sum equal to 200% of the Call-Off Contract Charges paid, due or which would have been payable under the Call-Off Contract in the 6 months immediately preceding the event giving rise to the liability.</p> <ul style="list-style-type: none"> Losses covered by this clause 34.3 that occur in the first 6 months of a Call-Off Contract, will be limited to the greater of the sum of £500,000 or a sum equal to 200% of the estimated Call-Off Contract Charges for the first six months of the Call-Off Contract.
Part B - Terms and conditions, Section 34 - Liability, Clause 34.9	Added use of reasonable endeavours by each Party	New for DOS 4	34.9 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Call-Off Contract, including any indemnities.
Part B - Terms and conditions, Section 44 - Defined Terms, 'Background IPRs'	Updated to be in line with the Public Sector Contract	<p>For each Party:</p> <ul style="list-style-type: none"> IPRs owned by that Party before the date of the 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 the Call-Off Contract; and/or For the Buyer, Crown Copyright which is 	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)

		not available to the Supplier otherwise than under the Call-Off Contract; but excluding IPRs owned by that Party subsisting in Buyer Software or Supplier Software	
Part B - Terms and conditions, Section 44 - 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
Part B - Terms and conditions, Section 44 - Defined Terms, 'Material Breach' (Framework Agreement)	Added Assurance	A breach by the Supplier of the following Clauses in the Framework Agreement: <ul style="list-style-type: none"> ● Subcontracting ● Non-Discrimination ● Conflicts of Interest and Ethical Walls ● Warranties and Representations ● Provision of Management Information ● Management Charge ● Prevention of Bribery and Corruption ● Safeguarding against Fraud ● Data Protection and Disclosure ● Intellectual Property Rights and Indemnity ● Confidentiality ● Official Secrets Act ● Audit 	A breach by the Supplier of the following Clauses in the Framework Agreement: <ul style="list-style-type: none"> ● Subcontracting ● Non-Discrimination ● Conflicts of Interest and Ethical Walls ● Warranties and Representations ● Provision of Management Information ● Management Charge ● Prevention of Bribery and Corruption ● Safeguarding against Fraud ● Data Protection and Disclosure ● Intellectual Property Rights and Indemnity ● Confidentiality ● Official Secrets Act ● Audit ● Assurance
Part B - Terms and conditions, Section 44 - 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
Part B - Terms and conditions, Section 44 -	Updated application for specific change in the law	A change in the Law that relates specifically to the business of CCS and which would not affect	A change in the Law that relates specifically to the business of CCS or the Buyer and which

Defined Terms, 'Specific Change in the Law'		a Comparable Supply	would not affect a Comparable Supply
Part B - Terms and conditions, Section 44 - 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
Part C, Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff, Sch 3.1 SOW Details	Clarified Release Types, Phases of Development and Charging Methods	Release Type(s): <i>Please enter here</i> Phase(s) of Development: <i>Choose an item</i> Charging Method(s) for this Release: <i>Choose an item</i>	Release Type(s): <i>Please enter here (Release Type(s) can be Adhoc, Inception, Calibration or Delivery)</i> Phase(s) of Development: <i>Choose an item (Phase(s) can be Discovery, Alpha, Beta or Live)</i> Charging Method(s) for this Release: <i>Choose an item</i> <input type="checkbox"/> <i>Capped time and materials (CTM)</i> <input type="checkbox"/> <i>Price per story</i> <input type="checkbox"/> <i>Time and materials (T&M)</i> <input type="checkbox"/> <i>Fixed price</i> <input type="checkbox"/> <i>Other pricing method or a combination of pricing methods agreed by the parties</i>
Part C, Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff, Sch 3.4 Call-Off Contract Charges, Clause 3.4.4	Added an example	3.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges. [Insert full details of any assumptions, representations, risks and contingencies which the Parties are relying on in relation to the Charges].	3.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges. [Insert full details of any assumptions, representations, risks and contingencies which the Parties are relying on in relation to the Charges - for example in fixed price, if expenses are either to be charged separate and at cost or included within the fixed price].