

DATED [dd/mm/yyyy]
CROWN COMMERCIAL SERVICE

and

[SUPPLIER NAME]

TECHNOLOGY SERVICES 2 FRAMEWORK AGREEMENT

(Agreement Ref: RM3804)

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This Agreement is made on **[insert Framework Commencement Date dd/mm/yyyy]**

BETWEEN:

(1) the Minister for the Cabinet Office ("**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at Rosebery Court, St Andrews Business Park, Norwich, NR7 0HS ("**CCS**");

(2) **[insert COMPANY'S NAME]** which is a company registered in **[England and Wales]** under company number **[insert company no.]** and whose registered office is at **[insert address]** (the "**Supplier**").

RECITALS:

- A CCS placed a contract notice **[insert the OJEU reference number]** on **[insert date of issue of OJEU dd/mm/yyyy]** (the "**OJEU Notice**") in the Official Journal of the European Union seeking **tenders** from providers of technology services interested in entering into a framework arrangement for the supply of such services to Contracting Bodies.
- B **[On [insert date of issue of ITT dd/mm/yyyy] CCS issued an invitation to tender (the "Invitation to Tender") for the provision of technology services.**
- C In response to the Invitation to Tender, the Supplier submitted a tender to CCS on **[insert date dd/mm/yyyy]** (set out in Framework Schedule 18 (Tender)) (the "**Tender**") through which it represented to CCS that it is capable of delivering the Services in accordance with CCS's requirements as set out in the Invitation to Tender and, in particular, the Supplier made representations to CCS in the Tender in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner.
- D On the basis of the Tender, CCS selected the Supplier to enter into a framework agreement **[for Lot(s)] along with a number of other suppliers appointed to the Framework** to provide the Services to Contracting Bodies from time to time on a call off basis in accordance with this Framework Agreement.
- E This Framework Agreement sets out the award and calling-off ordering procedure for purchasing the Services which may be required by Contracting Bodies, the template terms and conditions for any Call Off Agreement which Contracting Bodies may enter into and the obligations of the Supplier during and after the Framework Period.
- F It is the Parties' intention that there will be no obligation for any Contracting Body to award any Call Off Agreements under this Framework Agreement during the Framework Period.

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 In this Framework Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Framework Schedule 1 (Definitions) or the relevant Framework Schedule in which that capitalised expression appears.

1.1.2 If a capitalised expression does not have an interpretation in Framework Schedule 1 (Definitions) or the relevant Framework Schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.2 Interpretation

1.2.1 In this Framework Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (e) the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
- (f) references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form and expressions referring to writing shall be construed accordingly;
- (g) references to: "**representations**" shall be construed as references to present facts; to "**warranties**" as references to present and future facts; and to "**undertakings**" as references to obligations under this Framework Agreement;
- (h) references to "**Clauses**" and "**Framework Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Framework Agreement and references in any Framework Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Framework Schedule or the part of the Framework Schedule in which the references appear;
- (i) any reference to this Framework Agreement includes Framework Schedule 1 (Definitions) and the Framework Schedules; and
- (j) the headings in this Framework Agreement are for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement.

1.2.2 Subject to Clauses 1.2.3 and 1.2.4, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order of precedence:

- (a) the Clauses and Framework Schedule 1 (Definitions);
- (b) Framework Schedules 2 to 17 inclusive;
- (c) Framework Schedule 18 (Tender).

1.2.3 If there is any conflict between the provisions of this Framework Agreement and provisions of any Call Off Agreement, the provisions of this Framework Agreement shall prevail over those of the Call Off Agreement save that:

- (a) any refinement to the Template Order Form and Template Call Off Terms permitted for the purposes of a Call Off Agreement under Clause 4 and Framework Schedule 5 (Call Off Procedure) shall prevail over Framework Schedule 4 (Template Order Form and Template Call – Off Terms); and
- (b) subject to Clause 1.2.4, the Call Off Agreement shall prevail over Framework Schedule 18 (Tender).

1.2.4 Where Framework Schedule 18 (Tender) contains provisions which are more favourable to CCS in relation to the rest of the Framework Agreement, such provisions of the Tender shall prevail. CCS shall in its absolute and sole discretion determine whether any provision in the Tender is more favourable to it in relation to this Framework Agreement.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

- 2.1.1 CCS has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance or its obligations under this Framework Agreement;
- 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy of the Due Diligence Information;
- 2.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with CCS before the Framework Commencement Date) of all relevant details and has entered into this Framework Agreement in reliance on its own due diligence alone.
- 2.1.4 it shall not be excused from the performance of any of its obligations under this Framework Agreement on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
 - (a) misrepresentation of the requirements of CCS in the Invitation to Tender or elsewhere; and/or
 - (b) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information ; and/or
 - (c) failure by the Supplier to undertake its own due diligence.

3. SUPPLIER'S APPOINTMENT

- 3.1 CCS hereby appoints the Supplier as a potential provider of the Services and the Supplier shall be eligible to be considered for the award of Call Off Agreements by CCS and Other Contracting Bodies during the Framework Period.
- 3.2 In consideration of the Supplier agreeing to enter into this Framework Agreement and to 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 one pound (£1.00) sterling (receipt of which is hereby acknowledged by the Supplier).

4. SCOPE OF FRAMEWORK AGREEMENT

- 4.1 Without prejudice to Clause 43 (Third Party Rights), this Framework Agreement governs the relationship between CCS and the Supplier in respect of the provision of the Services by the Supplier.
- 4.2 The Supplier acknowledges and agrees that:
- 4.2.1 there is no obligation whatsoever on CCS or on any Other Contracting Body to invite or select the Supplier to provide any Services and/or to purchase any Services under this Framework Agreement and
- 4.2.2 in entering into this Framework Agreement no form of exclusivity has been conferred on the Supplier nor volume or value guarantee granted by CCS and/or Other Contracting Bodies in relation to the provision of the Services by the Supplier and that CCS and Other Contracting Bodies are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all Services which are the same as or similar to the Services.
- 4.3 In the event that any Other Contracting Body makes an approach to the Supplier with a request for the supply of Equivalent Services, the Supplier shall promptly and in any event within five (5) Working Days of the request by the Other Contracting Body, and before any supply of Equivalent Services is made, inform such Other Contracting Body of the existence of this Framework and the Other Contracting Body's ability to award Call Off Agreements for Services pursuant to this Framework Agreement.

5. CALL OFF PROCEDURE

- 5.1 If CCS or any Other Contracting Body decides to source any of the Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Framework Period to award Call Off Agreements for the Services from the Supplier by following Framework Schedule 5 (Call Off Procedure).
- 5.2 The Supplier shall comply with the relevant provisions in Framework Schedule 5 (Call Off Procedure).

6. ASSISTANCE IN RELATED PROCUREMENTS

- 6.1 Where a Relevant Supplier is bidding to provide New Services in circumstances where the Supplier or an Affiliate of the Supplier is already providing (or due to provide) Legacy Services to a Contracting Body, the Supplier shall promptly provide the relevant Contracting Body and/or the Relevant Supplier with all reasonable information and assistance as may be required from time to time to enable the relevant Contracting Body and/or the Relevant Supplier, as appropriate, to:
- 6.1.1 carry out appropriate due diligence with respect to the provision of the New Services;

- 6.1.2 effect a smooth transfer and/or inter-operation (as the case may be) between the Legacy Services and the New Services;
 - 6.1.3 carry out a fair Further Competition Procedure for the New Services; and
 - 6.1.4 make a proper assessment as to the risk related to the New Services.
- 6.2 When performing its obligations in Clause 6.1 the Supplier shall act consistently, applying principles of equal treatment and non-discrimination, with regard to requests for assistance from and dealings with each Relevant Supplier.

7. REPRESENTATIONS AND WARRANTIES

7.1 Each Party represents and warrants that:

- 7.1.1 it has full capacity and authority to enter into and to perform this Framework Agreement;
 - 7.1.2 this Framework Agreement is executed by its duly authorised representative;
 - 7.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Framework Agreement; and
 - 7.1.4 its obligations under this Framework Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law).
- 7.2 The Supplier represents and warrants that:
- 7.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
 - 7.2.2 it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into and perform its obligations under this Framework Agreement;
 - 7.2.3 it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to CCS before the Framework Commencement Date;
 - 7.2.4 its execution, delivery and performance of its obligations under this Framework Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;
 - 7.2.5 as at the Framework Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation to its Tender, and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Framework Agreement;

- 7.2.6 as at the Framework Commencement Date, it has notified CCS in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
- 7.2.7 it has and shall continue to have all necessary Intellectual Property Rights including in and to any materials made available by the Supplier (and/or any Sub-Contractor) to CCS which are necessary for the performance of the Supplier's obligations under this Framework Agreement;
- 7.2.8 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or CCS's Confidential Information (held in electronic form) owned by or under the control of, or used by, CCS and/or Other Contracting Bodies;
- 7.2.9 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Framework Agreement;
- 7.2.10 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, have been or are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- 7.2.11 for the duration of this Framework Agreement and any Call-Off Agreements and for a period of twelve (12) Months after the termination or expiry of this Framework Agreement or, if later, any Call Off Agreements, the Supplier shall not employ or offer employment to any staff of CCS or the staff of any Contracting Body who has been associated with the procurement and/or provision of the Services without Approval or the prior written consent of the relevant Contracting Body which shall not be unreasonably withheld. However this Clause 7.2.11 shall not preclude the Supplier's rights to (i) make generalised searches for employees by the use of advertisements in the media (including by any recruitment agency), (ii) hire any employee of CCS who approaches the Supplier on an unsolicited basis; or (iii) solicit for employment or hire any such employee who ceases to be employed by CCS; and
- 7.2.12 in performing its obligations under this Framework Agreement and any Call Off Agreement, the Supplier shall not (to the extent possible in the circumstances) discriminate between Contracting Bodies on the basis of their respective sizes.
- 7.3 Each of the representations and warranties set out in Clauses 7.1 and 7.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Framework Agreement.
- 7.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 7.1 and 7.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 7.5 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination CCS may have in respect of the breach of that provision by the Supplier which constitutes a material Default of this Framework Agreement.

7.6 Each time that a Call Off Agreement is entered into, the warranties and representations in Clauses 7.1 and 7.2 shall be deemed to be repeated by the Supplier with reference to the circumstances existing at the time.

8. GUARANTEE

8.1 Where CCS notifies the Supplier that the award of this Framework Agreement shall be conditional upon receipt of a valid Framework Guarantee, then on or prior to the execution of the Framework Agreement the Supplier shall deliver to CCS:

- 8.1.1 an executed Framework Guarantee from a Framework Guarantor; and
- 8.1.2 a certified copy extract of the board minutes and/or resolution of the Framework Guarantor approving the execution of the Framework Guarantee.

8.2 Where a Contracting Body notifies the Supplier that the award of a Call Off Agreement by that Contracting Body shall be conditional upon receipt of a valid Call Off Guarantee, then, on or prior to the execution of that Call Off Agreement the Supplier shall deliver to the Contracting Body:

- 8.2.1 an executed Call Off Guarantee from a Call Off Guarantor; and
- 8.2.2 a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

8.3 The Contracting Body may in its sole discretion at any time agree to waive compliance with the requirement in Clause 8.2 by giving the Supplier notice in writing.

9. CYBER ESSENTIALS SCHEME

9.1 Where CCS has notified the Supplier that prior to the execution of the first Call Off Agreement the Supplier shall provide a valid Cyber Essentials Scheme Basic Certificate, then on or prior to the execution of the first Call Off Agreement, as a condition for the award of this Framework Agreement, the Supplier must have delivered to the Authority evidence of the same.

9.2 Where the Supplier continues to process Cyber Essentials Scheme Data during the Framework Period or the contract period of any Call Off Agreement the Supplier shall deliver to the Authority evidence of renewal of a valid Cyber Essentials Scheme Basic Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Clause 9.1.

9.3 Where the Supplier is due to process Cyber Essentials Scheme Data after the commencement date of the first Call Off Agreement but before the end of the Framework Period or contract period of the last Call Off Agreement, the Supplier shall deliver to the Authority evidence of:

- 9.3.1 a valid Cyber Essentials Scheme Basic Certificate (before the Supplier Processes any such Cyber Essentials Scheme Data); and
- 9.3.2 renewal of a valid Cyber Essentials Scheme Basic Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Clause 9.3.1.

9.4 In the event that the Supplier fails to comply with Clauses 9.2 or 9.3 (as applicable), the Authority reserves the right to terminate this Framework Agreement for material Default.

B. DURATION OF FRAMEWORK AGREEMENT

10. FRAMEWORK PERIOD

10.1 This Framework Agreement shall take effect on the Framework Commencement Date and shall expire either:

10.1.1 at the end of the Initial Framework Period; or

10.1.2 where CCS elects to extend the Initial Framework Period in accordance with Clause 10.2 below, at the end of the Extension Framework Period,

unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law.

10.2 CCS may extend the duration of this Framework Agreement for any period or periods up to a maximum of two (2) years in total from the expiry of the Initial Framework Period by giving the Supplier no less than three (3) Months' written notice.

C. FRAMEWORK AGREEMENT PERFORMANCE

11. FRAMEWORK AGREEMENT PERFORMANCE

11.1 The Supplier shall perform its obligations under this Framework Agreement in accordance with:

11.1.1 The requirements of this Framework Agreement, including Framework Schedule 8 (Framework Management);

11.1.2 the terms and conditions of the respective Call Off Agreements;

11.1.3 Good Industry Practice;

11.1.4 all applicable Standards; and

11.1.5 in compliance with all applicable Law.

11.2 The Supplier shall bring to the attention of CCS, any conflict between any of the requirements of Clause 11.1 and shall comply with CCS's decision on the resolution of any such conflict.

12. KEY PERFORMANCE INDICATORS

12.1 The Supplier shall at all times during the Framework Period comply with the Key Performance Indicators and achieve the KPI Targets set out in Part B of Framework Schedule 2 (Services and Key Performance Indicators).

13. STANDARDS

13.1 The Supplier shall comply with the Standards at all times during the performance by the Supplier of the Framework Agreement and any Call Off Agreement, including the Standards set out in Part A of Framework Schedule 2 (Services and Key Performance Indicators).

13.2 Throughout the Framework Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by a Contracting Body under a Call Off Agreement, of the Services. The adoption of any such new or emergent standard, or changes to existing Standards, shall be agreed in accordance with the Variation Procedure.

13.3 Where a new or emergent standard is to be developed or introduced by CCS, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or a Contracting Body's receipt under a Call Off Agreement, of the Services is explained to CCS and the Contracting Body (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.

13.4 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Framework Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require Approval and shall be implemented within an agreed timescale.

13.5 The Supplier should note (when designing and delivering Services to CCS and any Contracting Body which is a Crown Body) the intention of CCS to conform to HM Government's ICT Strategy and the set of standards (such as those associated with the adoption of cross government cloud services and the adoption of the Public Services Network (PSN) for network service provision) related to that strategy.

13.6 Where a standard, policy or document is referred to in Framework Schedule 2 (Services and Key Performance Indicators) by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify CCS and the Parties shall agree the impact of such change.

14. MINIMUM STANDARDS OF RELIABILITY

14.1 No Call Off Agreement with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the Minimum Standards of Reliability at the time of the proposed award of that Call Off Agreement.

14.2 CCS shall assess the Supplier's compliance with the Minimum Standards of Reliability:

14.2.1 upon the request of any Contracting Body; or

14.2.2 otherwise, whenever it considers (in its absolute discretion) that it is appropriate to do so.

14.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Clause 14.2, CCS shall so notify the Supplier (and any contracting body in writing) and CCS reserves the right to terminate this Framework Agreement for material Default.

15. CONTINUOUS IMPROVEMENT

15.1 The Supplier shall at all times during the Framework Period comply with its obligations to continually improve the Services and the manner in which it provides the Services as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking).

16. CALL OFF PERFORMANCE UNDER FRAMEWORK AGREEMENT

16.1 The Supplier shall perform all its obligations under all Call Off Agreements entered into with CCS or any Other Contracting Body:

16.1.1 in accordance with the requirements of this Framework Agreement;

16.1.2 in accordance with the terms and conditions of the respective Call Off Agreements.

16.2 The Supplier shall draw any conflict in the application of any of the requirements of Clauses 16.1.1 and 16.1.2 to the attention of CCS and shall comply with CCS's decision on the resolution of any such conflict.

D. FRAMEWORK AGREEMENT GOVERNANCE

17. FRAMEWORK AGREEMENT MANAGEMENT

17.1 The Parties shall manage this Framework Agreement in accordance with Framework Schedule 8 (Framework Management).

18. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

18.1 The Supplier shall keep and maintain, until the later of:

18.1.1 seven (7) years after the date of termination or expiry of this Framework Agreement; or

18.1.2 seven (7) years after the date of termination or expiry of the last Call-Off Agreement to expire or terminate; or

18.1.3 such other date as may be agreed between the Parties,

full and accurate records and accounts of the operation of this Framework Agreement, including the Call-Off Agreements entered into with Contracting Bodies, the Services provided pursuant to the Call-Off Agreements, and the amounts paid by each Contracting Body under the Call-Off Agreements and those supporting tests and evidence that underpin the provision of the annual Self Audit Certificate and supporting Audit Report.

18.2 The Supplier shall keep the records and accounts referred to in Clause 18.1 in accordance with Good Industry Practice and Law.

18.3 The Supplier shall provide CCS with a completed and signed annual Self Audit Certificate in respect of each Contract Year. Each Self Audit Certificate shall be completed and signed by an authorised senior member of the Supplier's management team or by the Supplier's external auditor and the signatory must be professionally qualified in a relevant audit or financial discipline.

18.4 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and should provide assurance that:

18.4.1 Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;

18.4.2 all related invoices are completely and accurately included in the MI Reports;

18.4.3 all Charges to Contracting Bodies comply with any requirements under this Framework Agreement on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and

18.4.4 an additional sample of five (5) public sector orders identified from the Supplier's order processing and invoicing systems as orders not placed under this Framework Agreement have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and

those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS.

- 18.5 Each Self Audit Certificate should be supported by an Audit Report that provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.
- 18.6 The Supplier shall afford any Auditor access to the records and accounts referred to in Clause 18.1 at the Supplier's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Auditors from time to time, in order that the Auditor may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Framework Agreement, including for the following purposes to:
- 18.6.1 verify the accuracy of the Charges and any other amounts payable by a Contracting Body under a Call Off Agreement (including proposed or actual variations to them in accordance with this Framework Agreement);
- 18.6.2 verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
- 18.6.3 verify the Open Book Data;
- 18.6.4 verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
- 18.6.5 identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances CCS shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- 18.6.6 identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or the Framework Guarantor and/or the Call Off Guarantor, where used and/or any Sub-Contractors or their ability to perform the Services;
- 18.6.7 obtain such information as is necessary to fulfil CCS's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- 18.6.8 review any books of account and the internal contract management accounts kept by the Supplier in connection with this Framework Agreement;
- 18.6.9 carry out CCS's internal and statutory audits and to prepare, examine and/or certify CCS's annual and interim reports and accounts;
- 18.6.10 enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which CCS has used its resources;
- 18.6.11 verify the accuracy and completeness of any Management Information delivered or required by this Framework Agreement;
- 18.6.12 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;
- 18.6.13 review the integrity, confidentiality and security of CCS Personal Data; and/or
- 18.6.14 receive from the Supplier on request summaries of all central government public sector expenditure placed with the Supplier including through

routes outside the Framework in order 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.

18.7 CCS shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Call Off Agreements, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of CCS.

18.8 Subject to CCS's obligations of confidentiality, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including by providing:

18.8.1 all information within the scope of the Audit requested by the Auditor;

18.8.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Services; and

18.8.3 access to the Supplier Personnel.

18.9 If an Audit reveals that the Supplier has underpaid an amount equal to or greater than one per cent (1%) of the Management Charge due in respect of any one Contract Year or year of any Call Off Agreements then, without prejudice to CCS's other rights under this Framework Agreement, the Supplier shall reimburse CCS its reasonable costs incurred in relation to the Audit.

18.10 If an Audit reveals that:

18.10.1 that the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due during any Contract Year of this Framework Agreement and any Call Off Agreement; and/or

18.10.2 a material Default has been committed by the Supplier;
then CCS shall be entitled to terminate this Framework Agreement.

18.11 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, save as specified in Clause 18.9.

19. CHANGE

19.1 Variation Procedure

19.1.1 Subject to the provisions of this Clause 19 and, in respect of any change to the Framework Prices, subject to the provisions of Framework Schedule 3 (Framework Prices and Charging Structure), CCS may at its own instance or where in its sole and absolute discretion it decides to having been requested to do so by the Supplier, request a variation to this Framework Agreement provided that such variation does not amount to a material change of this Framework Agreement within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

19.1.2 CCS may, request a Variation by completing, signing and sending the Variation Form as set out in Framework Schedule 17 (Variation Form) to the Supplier giving sufficient information for the Supplier to assess the extent of the proposed Variation and any additional cost that may be incurred.

19.1.3 The Supplier shall respond to CCS's request pursuant to Clause 19.1.2 within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of CCS having regard to the nature of the proposed Variation.

19.1.4 In the event that:

- (a) the Supplier is unable to agree to or provide the Variation; and/or
- (b) the Parties are unable to agree a change to the Framework Prices that may be included in a request for a Variation or response to it as a consequence thereof,
- (c) CCS may:
 - (i) agree to continue to perform its obligations under this Framework Agreement without the Variation; or
 - (ii) terminate this Framework Agreement with immediate effect.

19.2 Legislative Change

19.2.1 The Supplier shall neither be relieved of its obligations under this Framework Agreement nor be entitled to an increase the Framework Prices as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Framework Commencement Date.

19.2.2 If a Specific Change in Law occurs or will occur during the Framework Period (other than as referred to in Clause 19.2.1(b)), the Supplier shall:

- (a) notify CCS as soon as reasonably practicable of the likely effects of that change including whether any Variation is required to the Services, the Framework Prices or this Framework Agreement; and
- (b) provide CCS with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Services; and
 - (iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking), has been taken into account in amending the Framework Prices.

19.2.3 Any change in the Framework Prices or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 19.2.1(b)) shall be implemented in accordance with Clause 19.1 (Variation Procedure).

E. MANAGEMENT CHARGE, TAXATION AND VALUE FOR MONEY PROVISIONS

20. MANAGEMENT CHARGE

- 20.1 In consideration of the establishment and award of this Framework Agreement and the management and administration by CCS of the same, the Supplier agrees to pay to CCS the Management Charge in accordance with this Clause 20.
- 20.2 CCS shall be entitled to submit invoices to the Supplier in respect of the Management Charge due each Month based on the Management Information provided pursuant to Framework Schedule 9 (Management Information), and adjusted:
- 20.2.1 in accordance with paragraphs 5.4 to 5.7 of Framework Schedule 9 (Management Information) to take into account of any Admin Fee(s) that may have accrued in respect of the late provision of Management Information; and
- 20.2.2 in accordance with paragraph 6 of Framework Schedule 9 (Management Information) to take into account of any underpayment or overpayment as a result of the application of the Default Management Charge.
- 20.3 Unless otherwise agreed in writing, the Supplier shall pay by BACS (or by such other means as CCS may from time to time reasonably require)) the amount stated in any invoice submitted under Clause 20.2 to such account as shall be stated in the invoice (or otherwise notified from time to time by CCS to the Supplier) within thirty (30) calendar days of the date of issue of the invoice.
- 20.4 The Management Charge shall apply to the full Charges as specified in each and every Call Off Agreement and shall not be varied as a result of any discount or any reduction in the Charges due to the application of any Service Credits (as defined in Annex 2 of Framework Schedule 4 (Template Order Form and Template Call Off terms) and/or any other deductions made under any Call Off Agreement.
- 20.5 The Supplier shall not pass through or recharge to, or otherwise recover from any Contracting Body the cost of the Management Charge in addition to the Charges. The Management Charge shall be exclusive of VAT. In addition to the Management Charge, the Supplier shall pay the VAT on the Management Charge at the rate and in the manner prescribed by Law from time to time.
- 20.6 Interest shall be payable on any late payments of the Management Charge under this Framework Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

21. PROMOTING TAX COMPLIANCE

- 21.1 If, at any point during the Framework Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 21.1.1 notify CCS in writing of such fact within five (5) Working Days of its occurrence; and
- 21.1.2 promptly provide to CCS:
- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance, together with any mitigating factors that it considers relevant; and
 - (b) such other information in relation to the Occasion of Tax Non-Compliance as CCS may reasonably require.
- 21.2 In the event that the Supplier fails to comply with this Clause 21 and/or does not provide details of 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.

22. BENCHMARKING

22.1 The Parties shall comply with the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking) in relation to the benchmarking of any or all of the Services.

F. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

23. SUPPLY CHAIN RIGHTS AND PROTECTION

23.1 Appointment of Key Sub-Contractors

23.1.1 CCS has consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).

23.1.2 Where during the Framework Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of CCS and the Contracting Body with whom it has entered into a Call Off Agreement and shall at the time of requesting such consent, provide CCS with the information detailed in Clause 23.1.3. The decision of CCS to consent or not will not be unreasonably withheld or delayed. CCS and/or the Contracting Body may reasonably withhold their consent to the appointment of a Key Sub-Contractor if either of them considers that:

- (a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;
- (b) the proposed Key Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
- (c) the proposed Key Sub-Contractor employs unfit persons.

23.1.3 The Supplier shall provide CCS and the Contracting Body with whom the Supplier has entered into a Call Off Agreement with the following information in respect of the proposed Key Sub-Contractor:

- (a) the proposed Key Sub-Contractor's name, registered office and company registration number;
- (b) the scope/description of any Services to be provided by the proposed Key Sub-Contractor;
- (c) where the proposed Key Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of CCS that the proposed Key Sub-Contract has been agreed on "arm's-length" terms; and
- (d) Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Period.

23.1.4 If requested by CCS and/or the Contracting Body with whom the Supplier has entered into a Call Off Agreement, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Clause 23.1.3, the Supplier shall also provide:

- (a) a copy of the proposed Key Sub-Contract; and

- (b) any further information reasonably requested by CCS and/or the Contracting Body with whom the Supplier has entered into a Call Off Agreement.

23.1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

- (a) provisions which will enable the Supplier to discharge its obligations under this Framework Agreement;
- (b) a right under CRTPA for CCS to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS;
- (c) a provision enabling CCS to enforce the Key Sub-Contract as if it were the Supplier;
- (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS;
- (e) obligations no less onerous on the Sub-Contractor than those imposed on the Supplier under this Framework Agreement in respect of:
 - (i) the data protection requirements set out in Clause 25.5 (Data Protection);
 - (ii) the FOIA requirements set out in Clause 25.4 (Freedom of Information);
 - (iii) the obligation not to embarrass CCS or otherwise bring CCS into disrepute set out in Clause 22 (Publicity and Branding);
 - (iv) the keeping of records in respect of the Services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (v) the conduct of audits set out in Clause 18 (Records, Audit Access and Open Book Data);
 - (vi) provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS under Clauses 31 (Authority Termination Rights) and 33 (Consequences of Expiry or Termination) of this Framework Agreement;
- (f) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS.

23.2 Supply Chain Protection

23.2.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- (a) requiring the Supplier to pay any undisputed sums which are due from the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and
- (b) a right for CCS and any Contracting Body with whom the Supplier has entered a Call Off Agreement to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

23.2.2 The Supplier shall ensure that all Sub-Contracts with Sub-Contractors who process Cyber Essentials Data contain provisions no less onerous on the Sub-Contractors than those imposed on the Supplier under this Framework Agreement in respect of the Cyber Essentials Scheme under Clause 9.

23.2.3 The Supplier shall pay any undisputed sums which are due from the Supplier to a Sub-Contractor within thirty (30) days from the receipt of a valid invoice;

23.2.4 Notwithstanding any provision of Clauses 25.2 (Confidentiality) and 22 (Publicity and Branding) if the Supplier notifies CCS that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or CCS otherwise discovers the same, CCS shall be entitled to publish the details of the late payment or non-payment (including on government websites and in the press).

23.3 Termination of Sub-Contracts

23.3.1 CCS may require the Supplier to terminate:

(a) a Sub-Contract where:

- (i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to CCS's right of termination pursuant to any of the termination events in Clause 31 (Authority Termination Rights) except Clause 31.7 (Termination Without Cause); and/or
- (ii) the relevant Sub-Contractor or its Affiliates embarrassed CCS or otherwise brought CCS into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in CCS, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise; and/or

(b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-contractor, unless:

- (i) CCS has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
- (ii) CCS has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which CCS was given notice of the Change of Control.

23.3.2 Where CCS requires the Supplier to terminate a Sub-Contract or a Key Sub-Contract pursuant to Clause 23.3.1 above, the Supplier shall remain responsible for fulfilling all its obligations under this Framework Agreement including the provision of the Services.

23.4 Competitive Terms

23.4.1 If CCS is able to obtain from any Sub-Contractor or any other third party (including through CCS's Technology Products 2 framework agreement (RM3733) or any other of CCS's framework agreements and any successors to these available during the Framework Period) more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Services, then CCS may:

(a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by CCS in respect of the relevant item; or

- (b)subject to Clause 23.3 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.
- 23.4.2 If CCS exercises either option pursuant to Clause 23.4, then the Framework Prices shall be reduced by an amount that is agreed in accordance with Clause 19.1 (Variation Procedure).
- 23.4.3 CCS's right to enter into a direct agreement for the supply of the relevant items is subject to:
 - (a)CCS making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Services; and
 - (b)any reduction in the Framework Prices taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.
- 23.4.4 The Supplier agrees to procure any products necessary for the provision of the Services through CCS's Technology Products 2 framework agreement (RM3733) or services through any other CCS framework agreement where requested to do so by a Contracting Body pursuant to a Call Off Agreement except where the Supplier itself features on the relevant framework lot, in which case a clear conflict of interest would exist. In such circumstances the Supplier shall promptly advise the Contracting Body of the conflict of interest and shall not act as Agent.
- 23.4.5 Where CCS makes a request pursuant to Clause 23.4.1 or a Contracting Body makes a request pursuant to Clause 23.4.4, the Supplier shall act as an Agent of that party to procure products from the Technology Products 2 framework agreement (RM3733) or other CCS framework agreement, as applicable, except where rendered unable due to the conflict of interest described in Clause 23.4.4.
- 23.4.6 In acting as an Agent for a Contracting Body (which, for the avoidance of doubt may include CCS) the Supplier shall:
 - (a)comply with all terms and conditions governing the call off procedure under the relevant framework agreement, as if it were the Contracting Body; and
 - (b)comply with the Public Contracts Regulations 2015 as if it were the Contracting Body including the observation of the overarching treaty principles governing public procurement procedure; to treat economic operators equally and fairly, without discrimination, and in a transparent and proportionate manner.
- 23.5 Retention of Legal Obligations
- 23.5.1 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 22, the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

G. INTELLECTUAL PROPERTY AND INFORMATION

24. INTELLECTUAL PROPERTY RIGHTS

24.1 Allocation of title to IPR

- 24.1.1 Save as granted under this Framework Agreement, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other Party.
- 24.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 24.1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
- 24.1.3 Subject to Clauses 24.1.4, neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 24.1.4 Subject to full compliance with the Branding Guidance, the Supplier shall be entitled to use CCS's logo exclusively in connection with the provision of the Services during the Framework Period and for no other purpose.

24.2 IPR Indemnity

- 24.2.1 The Supplier shall ensure and procure that the availability, provision and use of the Services and the performance of the Supplier's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
- 24.2.2 The Supplier shall at during and after the Framework Period, on written demand indemnify CCS against all Losses incurred by, awarded against or agreed to be paid by CCS (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
- 24.2.3 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:
 - (a) procure for CCS the right to continue using the relevant item which is subject to the IPR Claim; or
 - (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Services;
 - (iii) there is no additional cost to CCS; and
 - (iv) the terms and conditions of this Framework Agreement shall apply to the replaced or modified Services.
- 24.2.4 If the Supplier elects to procure a licence in accordance with Clause 24.2.3(a) or to modify or replace an item pursuant to Clause 24.2.3(b), but this has not avoided or resolved the IPR Claim, then:
 - (a) CCS may terminate this Framework Agreement by written notice with immediate effect; and
 - (b) without prejudice to the indemnity set out in Clause 24.2.2, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

25. PROVISION AND PROTECTION OF INFORMATION

25.1 Provision of Management Information

25.1.1 The Supplier shall, at no charge to CCS, submit to CCS complete and accurate Management Information in accordance with the provisions of Framework Schedule 9 (Management Information).

25.1.2 The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

(a) use and to share with any Other Contracting Body and Relevant Person; and/or

(b) publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),

any Management Information supplied to CCS for CCS's normal operational activities including but not limited to administering this Framework Agreement and/or all Call Off Agreements, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

25.1.3 CCS shall in its absolute and sole discretion determine whether any Management Information is exempt from disclosure in accordance with the provisions of the FOIA.

25.1.4 CCS may consult with the Supplier to help with its decision regarding any exemptions under Clause 25.1.3 but, for the purpose of this Framework Agreement, CCS shall have the final decision in its absolute and sole discretion.

25.2 Confidentiality

25.2.1 For the purposes of this Clause 25.2, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.

25.2.2 Except to the extent set out in this Clause 25.2 or where disclosure is expressly permitted elsewhere in this Framework Agreement, the Recipient shall:

(a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and

(b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Framework Agreement or without obtaining the Disclosing Party's prior written consent;

(c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Framework Agreement; and

(d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

25.2.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (a) such information was in the possession of the Disclosing Party without obligation of confidentiality prior to its disclosure by the information owner;
- (b) such information was obtained from a third party without obligation of confidentiality;
- (c) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Framework Agreement or breach of a duty of confidentiality; and
- (d) the information is independently developed without access to the Disclosing Party's Confidential Information.
- (e) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 25.4 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
- (f) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against CCS arising out of or in connection with this Framework Agreement;
 - (ii) the examination and certification of CCS's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which CCS is making use of its resources; or
 - (iii) the conduct of a Central Government Body review in respect of this Framework Agreement;
- (g) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

25.2.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

25.2.5 Subject to Clauses 25.2.2 and 25.2.3, the Supplier may only disclose the Confidential Information of CCS on a confidential basis to:

- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Framework Agreement; and
- (b) its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.

25.2.6 Where the Supplier discloses the Confidential Information of CCS pursuant to Clause 25.2.5, it shall remain responsible at all times for compliance with the

confidentiality obligations set out in this Framework Agreement by the persons to whom disclosure has been made.

25.2.7 CCS may disclose the Confidential Information of the Supplier:

- (a) to any Central Government Body or Other Contracting Body on the basis that the information may only be further disclosed to Central Government Bodies or Other Contracting Bodies;
- (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (c) to the extent that CCS (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 25.2.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Framework Agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement; or
- (f) to a proposed transferee, assignee or novatee of, or successor in title to CCS,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on CCS under this clause 25.2.7.

25.2.8 For the avoidance of doubt, the Confidential Information that CCS may disclose under Clause 25.2.7 shall include information relating to Call Off Agreements, including service levels, pricing information (which includes information on prices tendered in a Further Competition Procedure, even where such a Further Competition Procedure does not result in the award of a Call Off Agreement) and the terms of any Call Off Agreement may be shared with any Central Government Body or Other Contracting Body from time to time.

25.2.9 Nothing in this Clause 25.2 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

25.2.10 The Supplier acknowledges that publication of this Framework Agreement will include the publication of the name and contact details of the Supplier Representative. Such details will not be redacted. By executing this Framework Agreement, the Supplier confirms that it has ensured that the Supplier Representative has given their consent to the publication of their name and contact details or otherwise taken steps to ensure that publication will not breach the Data Protection Act 1998. The name and contact details of any subsequent Supplier Representative details will also be published and in every such case the Supplier will ensure that consent is obtained or otherwise takes steps to ensure that

publication of those details will not amount to a breach of the Data Protection Act 1998.

25.2.11 In the event that the Supplier fails to comply with Clauses 25.2.2 to 25.2.5, CCS reserves the right to terminate this Framework Agreement for material Default.

25.3 Transparency

25.3.1 The Parties acknowledge that

- (a) the Transparency Reports; and
- (b) the content of this Framework Agreement, including any changes to this Framework Agreement agreed from time to time, except for:

any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by CCS; and

Commercially Sensitive Information;

(together the "Transparency Information") are not Confidential Information.

25.3.2 Notwithstanding any other provision of this Framework Agreement, the Supplier hereby gives its consent for CCS to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). CCS shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

25.3.3 The Supplier shall assist and co-operate with CCS to enable CCS to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Schedule 19 (Transparency Reports).

25.3.4 If CCS believes that publication of any element of the Transparency Information would be contrary to the public interest, CCS shall be entitled to exclude such information from publication. CCS acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, CCS acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.

25.3.5 CCS shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Framework Agreement is being performed, having regard to the context of the wider commercial relationship with the Supplier.

25.3.6 The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to CCS on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. CCS may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause 25.2.7(c)) and Open Book Data) publish such Information. The Supplier shall

provide to CCS within five (5) working days (or such other period as CCS may reasonably specify) any such Information requested by CCS.

25.4 Freedom of Information

25.4.1 The Supplier acknowledges that CCS is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by CCS to enable CCS to comply with its Information disclosure obligations under the FOIA and EIRs;
- (b) transfer to CCS all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide CCS with a copy of all Information belonging to CCS requested in the Request for Information which is in the Supplier's possession or control in the form that CCS requires within five (5) Working Days (or such other period as CCS may reasonably specify) of CCS's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by CCS.

25.4.2 The Supplier acknowledges that CCS may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. CCS shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) for the purpose of this Framework Agreement, CCS shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

25.5 Data Protection

25.5.1 "The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Framework Schedule 20 by the Authority and may not be determined by the Supplier.

25.5.2 The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

25.5.3 The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

- 25.5.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 25.5.3.2 an assessment of the necessity and proportionality of the processing operations;
 - 25.5.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 25.5.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 25.5.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
- 25.5.4.1 process that Personal Data only in accordance with Framework Schedule 20 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - 25.5.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:
 - 1. nature of the data to be protected;
 - 2. harm that might result from a Data Loss Event;
 - 3. state of technological development; and
 - 4. cost of implementing any measures;
 - 25.5.4.3 ensure that :
 - 1. the Supplier Personnel do not process Personal Data except in accordance with this Framework Agreement (and in particular Schedule Framework 20);
 - 2. it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - i. are aware of and comply with the Supplier's duties under this clause;
 - ii. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - iii. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Framework Agreement; and
 - iv. have undergone adequate training in the use, care, protection and handling of Personal Data; and

- 25.5.4.4 not transfer Personal Data outside of the European Economic Area unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
1. the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;
 2. the Data Subject has enforceable rights and effective legal remedies;
 3. 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; and
 4. the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- 25.5.4.5 at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Framework Agreement unless the Supplier is required by Law to retain the Personal Data.
- 25.5.5 Subject to clause 25.5.6, the Supplier shall notify the Authority immediately if it:
- 25.5.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 25.5.5.2 receives a request to rectify, block or erase any Personal Data;
 - 25.5.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 25.5.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Framework Agreement;
 - 25.5.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 25.5.5.6 becomes aware of a Data Loss Event.
- 25.5.6 The Supplier's obligation to notify under clause 25.5.5 shall include the provision of further information to the Authority in phases, as details become available.
- 25.5.7 Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 25.5.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- 25.5.7.1 the Authority with full details and copies of the complaint, communication or request;

- 25.5.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 25.5.7.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 25.5.7.4 assistance as requested by the Authority following any Data Loss Event;
 - 25.5.7.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 25.5.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- 25.5.8.1 the Authority determines that the processing is not occasional;
 - 25.5.8.2 the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 25.5.8.3 the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 25.5.9 The Supplier shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- 25.5.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 25.5.11 Before allowing any Sub-processor to process any Personal Data related to this Framework Agreement, the Supplier must:
- 25.5.11.1 notify the Authority in writing of the intended Sub-processor and processing;
 - 25.5.11.2 obtain the written consent of the Authority;
 - 25.5.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 25.5 such that they apply to the Sub-processor; and
 - 25.5.11.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 25.5.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 25.5.13 The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification

scheme (which shall apply when incorporated by attachment to this Framework Agreement).

25.5.14 The Parties agree The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office publishes guidance. The Authority may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

26. PUBLICITY AND BRANDING

26.1 Subject to Clause 27 (Marketing), the Supplier shall not:

26.1.1 make any press announcements or publicise this Framework Agreement in any way; or

26.1.2 use CCS's name or brand in any promotion or marketing or announcement of Orders,

without Approval (the decision of CCS to Approve or not shall not be unreasonably withheld or delayed).

26.2 Each Party acknowledges to the other that nothing in this Framework Agreement either expressly or by implication constitutes an approval and/or endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.

26.3 CCS shall be entitled to publicise this Framework Agreement in accordance with any legal obligation upon CCS, including any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

27. MARKETING

27.1 The Supplier shall undertake marketing of this Framework Agreement and the Services on behalf of CCS to Other Contracting Bodies in accordance with the provisions of Framework Schedule 11 (Marketing).

27.2 The Supplier shall obtain CCS's Approval prior to publishing any content in relation to this Framework Agreement using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS may give the Supplier notice to rectify the failure and if the failure is not rectified to the reasonable satisfaction of CCS within one (1) Month of receipt of such notice, CCS shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

H. LIABILITY AND INSURANCE

28. LIABILITY

28.1 Neither Party excludes or limits its liability for:

28.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);

- 28.1.2 bribery or Fraud by it or its employees; or
- 28.1.3 any liability to the extent it cannot be excluded or limited by Law.
- 28.2 The Supplier does not exclude or limit its liability in respect of the indemnity of Clause 24.2 (IPR Indemnity) in each case whether before or after the making of a demand pursuant to the indemnity therein.
- 28.3 Subject to Clauses 28.1 and 28.2, each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement as a result of Default or CCS Cause (as the case may be) shall in no event exceed:
- 28.3.1 in relation to any Default or CCS Cause (as the case may be) occurring from the Framework Commencement Date to the end of the first Contract Year, the sum of two hundred thousand pounds (£200,000); and
- 28.3.2 in relation to any Default or CCS Cause (as the case may be) occurring in each subsequent Contract Year following the end of the first Contract Year, the higher of two hundred thousand pounds (£200,000) in each such Contract Year or a sum equal to one hundred and twenty five percent (125%) of the Management Charge payable by the Supplier under this Framework Agreement in the previous Contract Year.
- 28.4 Subject to Clause 28.1, neither Party shall be liable to the other Party for any:
- 28.4.1 indirect, special or consequential Loss;
- 28.4.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 28.5 Subject to Clause 28.3, and notwithstanding Clause 28.4, the Supplier acknowledges that CCS may, amongst other things, recover from the Supplier the following Losses incurred by CCS to the extent that they arise as a result of a Default by the Supplier:
- 28.5.1 any Management Charge or Default Management Charge which are due and payable to CCS;
- 28.5.2 any additional operational and/or administrative costs and expenses incurred by CCS, including costs relating to time spent by or on behalf of CCS in dealing with the consequences of the Default;
- 28.5.3 any wasted expenditure or charges;
- 28.5.4 the additional cost of procuring Replacement Services for the remainder of the Framework Period, which shall include any incremental costs associated with such Replacement Services above those which would have been payable under this Framework Agreement;
- 28.5.5 any compensation or interest paid to a third party by CCS;
- 28.5.6 any fine, penalty or costs incurred by CCS pursuant to Law.
- 28.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Framework Agreement.
- 28.7 Any Default Management Charge shall not be taken into consideration when calculating the Supplier's liability under Clause 28.3.
- 28.8 For the avoidance of doubt, the Parties acknowledge and agree that this Clause 28 shall not limit the Supplier's liability to a Contracting Body under any Call

Off Agreement and the Supplier's liability under a Call Off Agreement shall be as provided for in that Call Off Agreement only.

29. INSURANCE

- 29.1 The Supplier shall effect and maintain insurances in relation to the performance of its obligations under this Framework Agreement and any Call Off Agreement, and shall procure that Subcontractors shall effect and maintain insurances in relation to the performance of their obligations under any Sub-Contract, in accordance with Schedule 14 (Insurance Requirements).
- 29.2 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under this Framework Agreement or any Call Off Agreements.

I. REMEDIES

30. CCS REMEDIES

- 30.1 Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 31.2 (Termination on Material Default), if the Supplier fails to achieve a KPI Target on two or more occasions within any twelve (12) Month rolling period, the Supplier acknowledges and agrees that CCS shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions:
- 30.1.1 CCS shall be entitled to require the Supplier, and the Supplier agrees to prepare and provide to CCS, an Improvement Plan within ten (10) Working Days of a written request by CCS for such Improvement Plan. Such Improvement Plan shall be subject to Approval and the Supplier will be required to implement any Approved Improvement Plan, as soon as reasonably practicable.
- 30.1.2 CCS shall be entitled to require the Supplier, and the Supplier agrees to attend, within a reasonable time one (1) or more meetings at the request of CCS in order to resolve the issues raised by CCS in its notice to the Supplier requesting such meetings.
- 30.1.3 CCS shall be entitled to serve an Improvement Notice on the Supplier and the Supplier shall implement such requirements for improvement as set out in the Improvement Notice.
- 30.1.4 In the event that CCS has, in its absolute and sole discretion, invoked one or more of the remedies set out above and the Supplier either:
- (a) fails to implement such requirements for improvement as set out in the Improvement Notice; and/or
 - (b) fails to implement an Improvement Plan Approved by CCS;
- then (without prejudice to any other rights and remedies of termination provided for in this Framework Agreement), CCS shall be entitled to terminate this Framework Agreement for material Default.

J. TERMINATION AND SUSPENSION

31. CCS TERMINATION RIGHTS

31.1 Termination in Relation To Guarantee

31.1.1 Where CCS has procured a Framework Guarantee from the Supplier pursuant to Clause 8.1 (Guarantee), CCS may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:

- (a) the Framework Guarantor withdraws the Framework Guarantee for any reason whatsoever;
- (b) the Framework Guarantor is in breach or anticipatory breach of the Framework Guarantee;
- (c) an Insolvency Event occurs in respect of the Framework Guarantor;
- (d) the Framework Guarantee becomes invalid or unenforceable for any reason whatsoever;
- (e) the Supplier fails to provide the documentation required by Clause 8.1 by the date so specified by the Contracting Body,

and in each case the Framework Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to CCS.

31.1.2 Where a Contracting Body has procured a Call Off Guarantee from the Supplier pursuant to Clause 8.2 (Guarantee), CCS may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where:

- (a) the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
- (b) the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
- (c) an Insolvency Event occurs in respect of the Call Off Guarantor;
- (d) the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever; or
- (e) the Supplier fails to provide the documentation required by Clause 8.2 by the date so specified by the Contracting Body

and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to CCS.

31.2 Termination on Material Default

31.2.1 CCS may terminate this Framework Agreement for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier fails to accept a Call Off Agreement pursuant to paragraph 7.2 of Framework Schedule 5 (Call Off Procedure);
- (b) a Contracting Body terminates a Call Off Agreement for the Supplier's breach of that Call Off Agreement;

- (c)an Audit reveals that the Supplier has underpaid an amount equal to or greater than five per cent (5%) of the Management Charge due;
- (d)CCS conducts an assessment pursuant to Clause 14.2 and concludes that the Supplier has not demonstrated that it meets the Minimum Standards or Reliability;
- (e)the Supplier refuses or fails to comply with its obligations as set out in Framework Schedule 12 (Continuous Improvement and Benchmarking);
- (f) in the event of two or more failures by the Supplier to meet the KPI Targets (except in relation to the "Spend under Management" KPI set out in Part B of Framework Schedule 2 (Services and Key Performance Indicators)), whether the failures relate to the same or different KPI targets, in any rolling period of three (3) months;
- (g)CCS expressly reserves the right to terminate this Framework Agreement for material Default including pursuant to:
 - (i) Clause 9.4 (Cyber Essentials Scheme)
 - (ii) Clause 19.1.7 (Variation Procedure);
 - (iii) Clause 25.2.10 (Confidentiality);
 - (iv) Clause 38.6.2 (Prevention of Fraud and Bribery);
 - (v) Clause 34.1.2 (Compliance);
 - (vi) Clause 39.3 (Conflicts of Interest);
 - (vii) paragraph 6.2 of Framework Schedule 9 (Management Information); and/or
 - (viii) anywhere that is stated in this Framework Agreement that the Supplier by its act or omission will have committed a material Default;
- (h)the Supplier commits a material Default of any of the following Clauses or Framework Schedules:
 - (i) Clause 7 (Representations and Warranties) except Clause 7.2.6;
 - (ii) Clause 11 (Framework Agreement Performance);
 - (iii) Clause 14 (Minimum Standards of Reliability);
 - (iv) Clause 18 (Records, Audit Access and Open Book Data);
 - (v) Clause 20 (Management Charge);
 - (vi) Clause 21 (Promoting Tax Compliance);
 - (vii) Clause 23 (Supply Chain Rights and Protection);
 - (viii) Clause 25.1 (Provision of Management Information);
 - (ix) Clause 25.4 (Freedom of Information);
 - (x) Clause 25.5 (Data Protection); and/or
 - (xi) paragraph 1.2 of Part B of Framework Schedule 2 (Services and Key Performance Indicators);

- (i) the representation and warranty given by the Supplier pursuant to Clause 7.2.6 is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of CCS are acceptable;
- (j) the Supplier commits any material Default which is not, in the reasonable opinion of CCS, capable of remedy; and/or
- (k) the Supplier commits a Default, including a material Default, which in the opinion of CCS is remediable but has not remedied such Default to the satisfaction of CCS within twenty (20) Working Days, or such other period as may be specified by CCS, after issue of a written notice from CCS to the Supplier specifying the remediable Default and requesting it to be remedied in accordance with any instructions of CCS.

31.3 Termination in Relation to Financial Standing

31.3.1 CCS may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where in the reasonable opinion of CCS there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

- (a) adversely impacts on the Supplier's ability to supply the Services under this Framework Agreement; or
- (b) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Services under this Framework Agreement;

31.4 Termination on Insolvency

31.4.1 CCS may terminate this Framework Agreement by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

31.5 Termination on Change of Control

31.5.1 The Supplier shall notify CCS immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.

31.5.2 The Supplier shall ensure that any notification made pursuant to Clause 31.5.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

31.5.3 CCS may terminate this Framework Agreement under Clause 31.5 by issuing a Termination Notice to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- (b) where no notification has been made, the date that CCS becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

31.6 Termination for breach of Regulations

31.6.1 CCS may terminate this Framework Agreement by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

31.7 Termination Without Cause

31.7.1 CCS shall have the right to terminate this Framework Agreement with effect from at any time following nine (9) Months after the Framework Commencement Date by giving at least three (3) Months' written notice to the Supplier.

31.8 Partial Termination

31.8.1 Where CCS has the right to terminate this Framework Agreement, CCS is entitled to terminate all or part of this Framework Agreement pursuant to this Clause 31.8 provided always that, if CCS elects to terminate this Framework Agreement in part, the parts of this Framework Agreement not terminated or suspended can, in CCS's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Framework Agreement.

31.8.2 The Parties shall endeavour to agree the effect of any Variation necessitated by a partial termination in accordance with Clause 19.1 (Variation Procedure) including the effect that the partial termination may have on the on the provision of any other Services and the Framework Prices provided that:

(a) the Supplier shall not be entitled to an increase in the Framework Prices in respect of the Services that have not been terminated if the partial termination arises due to the exercise of any of CCS's termination rights under Clause 31 (Authority Termination Rights) with the exception of Clause 31.7 (Termination Without Cause); and

(b) the Supplier shall not be entitled to reject the variation.

32. SUSPENSION OF SUPPLIER'S APPOINTMENT

32.1 If CCS is entitled to terminate this Framework Agreement pursuant to Clause 31 (Authority Termination Rights), CCS may instead elect in its sole discretion to suspend the Supplier's ability to accept Orders under this Framework Agreement by giving notice in writing to the Supplier, and the Supplier agrees that it shall not be entitled to enter into any new Call Off Agreement during the period specified in CCS's notice.

32.2 Any suspension under Clause 32.1 shall be without prejudice to any right of termination which has already accrued, or subsequently accrues, to CCS.

32.3 The Parties acknowledge that suspension shall not affect the Supplier's obligation to perform any existing Call Off Agreements concluded prior to the suspension notice.

32.4 If CCS provides notice to the Supplier in accordance with this Clause 32.1, the Supplier's appointment under this Framework Agreement shall be suspended for the period set out in the notice or such other period notified to the Supplier by CCS in writing from time to time.

32.5 For the avoidance of doubt, no period of suspension under this Clause 32 shall result in an extension of the Framework Period.

33. CONSEQUENCES OF EXPIRY OR TERMINATION

- 33.1 Notwithstanding the service of a notice to terminate this Framework Agreement, the Supplier shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required under this Clause 33.
- 33.2 Termination or expiry of this Framework Agreement shall not cause any Call Off Agreements to terminate automatically. For the avoidance of doubt, all Call Off Agreements shall remain in force unless and until they are terminated or expire in accordance with the provisions of the Call Off Agreement and the Supplier shall continue to pay any Management Charge due to CCS in relation to such Call Off Agreements, notwithstanding the termination or expiry of this Framework Agreement.
- 33.3 If CCS terminates this Framework Agreement under Clause 31.2 (Termination on Material Default) and then makes other arrangements for the supply of the Services to Contracting Bodies, the Supplier shall indemnify CCS in full upon demand for the cost of procuring, implementing and operating any alternative or replacement services to the Services, no further payments shall be payable by CCS until CCS has established and recovered from the Supplier the full amount of such cost.
- 33.4 Within ten (10) Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to CCS any and all of CCS's Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by CCS, and any other information and all copies thereof owned by CCS, save that it may keep one copy of any such data or information to the extent reasonably necessary to comply with its obligations under this Framework Agreement or under any Law, for a period of up to twelve (12) Months (or such other period as Approved by CCS and is reasonably necessary for such compliance).
- 33.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.
- 33.6 Termination or expiry of this Framework Agreement shall be without prejudice to the survival of any provision of this Framework Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry of this Framework Agreement, including the provisions of:
- 33.6.1 Clauses 1 (Definitions and Interpretation), 7 (Representations and Warranties), 9 (Cyber Essentials Scheme), 11 (Framework Agreement Performance), 18 (Records, Audit Access and Open Book Data), 20 (Management Charge), 24 (Intellectual Property Rights), 25.1 (Provision of Management Information), 25.2 (Confidentiality), 25.3 (Transparency), 25.4 (Freedom of Information), 25.5 (Data Protection), 28 (Liability), 29 (Insurance), 33 (Consequences of Expiry or Termination), 34 (Compliance), 36 (Waiver and Cumulative Remedies), 38 (Prevention of Fraud and Bribery), 40 (Severance), 42 (Entire Agreement), 43 (Third Party Rights), 44 (Notices), 45 (Complaints Handling), 46 (Dispute Resolution) and 47 (Governing Law and Jurisdiction); and
- 33.6.2 Framework Schedules 2 (Services and Key Performance Indicators), 3 (Framework Prices and Charging Structure), 7 (Key Sub-Contractors), 8 (Framework Management), 9 (Management Information), 10 (Annual Self Audit Certificate), 12 (Continuous Improvement and Benchmarking), 13 (Guarantee), 14 (Insurance Requirements), 15 (Commercially Sensitive Information) and 18 (Tender).

K. MISCELLANEOUS AND GOVERNING LAW

34. COMPLIANCE

34.1 Compliance with Law

34.1.1 The Supplier shall comply with all applicable Law in connection with the performance of this Framework Agreement.

34.1.2 In the event that the Supplier or the Supplier Personnel fails to comply with Clause 34.1.1, this shall be deemed to be a material Default and CCS reserves the right to terminate this Framework Agreement by giving notice in writing to the Supplier.

34.2 Equality and Diversity

34.2.1 The Supplier shall:

(a) perform its obligations under this Framework Agreement (including those in relation to the provision of the Services) in accordance with:

- (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
- (ii) any other requirements and instructions which CCS reasonably imposes in connection with any equality obligations imposed on CCS at any time under applicable equality Law;

(b) take all necessary steps, and inform CCS of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

34.3 Official Secrets Act and Finance Act

34.3.1 The Supplier shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

35. ASSIGNMENT AND NOVATION

35.1 The Supplier shall not assign, novate, or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Framework Agreement or any part of it without Approval.

35.2 CCS may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Framework Agreement or any part thereof to:

35.2.1 any Other Contracting Body; or

35.2.2 any Central Government Body or other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by CCS; or

35.2.3 any private sector body which substantially performs the functions of CCS,

and the Supplier shall, at CCS's request, enter into a novation agreement in such form as CCS shall reasonably specify in order to enable CCS to exercise its rights pursuant to this Clause 35.2.

35.3 A change in the legal status of CCS such that it ceases to be a Contracting Body shall not, subject to Clause 35.4 affect the validity of this Framework Agreement and this Framework Agreement shall be binding on any successor body to CCS.

35.4 If CCS assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Framework Agreement to a body which is not a Contracting Body or if a body which is not a Contracting Body succeeds CCS (both “**Transferee**” in the rest of this Clause) the right of termination of CCS in Clause 31.4 (Termination on Insolvency) shall be available to the Supplier in the event of the insolvency of the Transferee (as if the references to Supplier in Clause 31.4 (Termination on Insolvency)) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee.

36. WAIVER AND CUMULATIVE REMEDIES

36.1 The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 44 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.

36.2 Unless otherwise provided in this Framework Agreement, rights and remedies under this Framework Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

37. RELATIONSHIP OF THE PARTIES

37.1 Except as expressly provided otherwise in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Parties pursuant to this Framework Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

38. PREVENTION OF FRAUD AND BRIBERY

38.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Framework Commencement Date:

38.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

38.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

38.2 The Supplier shall not during the Framework Period:

38.2.1 commit a Prohibited Act; and/or

38.2.2 do or suffer anything to be done which would cause CCS or any of CCS's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

- 38.3 The Supplier shall during the Framework Period:
- 38.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 38.3.2 keep appropriate records of its compliance with its obligations under Clause 38.3.1 and make such records available to CCS on request;
 - 38.3.3 if so required by CCS, within twenty (20) Working Days of the Framework Commencement Date, and annually thereafter, certify in writing to CCS, the compliance with this Clause 38.3 of all persons associated with the Supplier or its Sub-Contractors who are responsible for supplying the Services in connection with this Framework Agreement. The Supplier shall provide such supporting evidence of compliance as CCS may reasonably request; and
 - 38.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to CCS on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.
- 38.4 The Supplier shall immediately notify CCS in writing if it becomes aware of any breach of Clause 38.1, or has reason to believe that it has or any of the Supplier Personnel has:
- 38.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 38.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 38.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.
- 38.5 If the Supplier makes a notification to CCS pursuant to Clause 38.4, the Supplier shall respond promptly to CCS's enquiries, co-operate with any investigation, and allow CCS to audit any books, records and/or any other relevant documentation in accordance with Clause 18 (Records, Audit Access and Open Book Data).
- 38.6 If the Supplier breaches Clause 38.1, CCS may by notice:
- 38.6.1 require the Supplier to remove from the performance of this Framework Agreement any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
 - 38.6.2 immediately terminate this Framework Agreement for material Default.
- 38.7 Any notice served by CCS under Clause 38.6 shall specify the nature of the Prohibited Act, the identity of the Party who CCS believes has committed the Prohibited Act and the action that CCS has elected to take (including, where relevant, the date on which this Framework Agreement shall terminate).

39. CONFLICTS OF INTEREST

- 39.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor the Supplier Personnel are placed in a position where (in the reasonable opinion

of CCS) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or the Supplier Personnel and the duties owed to CCS and Other Contracting Bodies under the provisions of this Framework Agreement or any Call Off Agreement.

39.2 The Supplier shall promptly notify and provide full particulars to CCS or the relevant Other Contracting Body if such conflict referred to in Clause 39.1 arises or may reasonably be foreseen as arising.

39.3 CCS reserves the right to terminate this Framework Agreement immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of CCS, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to CCS under the provisions of this Framework Agreement or any Call Off Agreement. The action of CCS pursuant to this Clause 38 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to CCS.

40. SEVERANCE

40.1 If any provision of this Framework Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Framework Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Framework Agreement shall not be affected.

40.2 In the event that any deemed deletion under Clause 40.1 is so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement or materially alters the balance of risks and rewards in this Framework Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Framework Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Framework Agreement and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

40.3 If the Parties are unable to resolve any Dispute arising under this Clause 39 within twenty (20) Working Days of the date of the notice given pursuant to Clause 40.2, this Framework Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Framework Agreement is terminated pursuant to this Clause 40.

41. FURTHER ASSURANCES

41.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Framework Agreement.

42. ENTIRE AGREEMENT

42.1 This Framework Agreement constitutes the entire agreement between the Parties in respect of the subject matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

42.2 Neither Party has been given, nor entered into this Framework Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Framework Agreement.

42.3 Nothing in this Clause 42 shall exclude any liability in respect of misrepresentations made fraudulently.

43. THIRD PARTY RIGHTS

43.1 The provisions of:

43.1.1 Clauses: 4 (Scope of Framework Agreement), 5 (Call Off Procedure), 6 (Assistance in Related Procurements), 7 (Representations and Warranties), 8 (Guarantee), 16 (Call Off Performance Under Framework Agreement Performance), 18 (Records, Audit Access and Open Book Data), 25.5 (Data Protection), 29 (Insurance), 34.2 (Equality and Diversity) and 43 (Third Party Rights); and

43.1.2 Framework Schedules 3 (Framework Prices and Charging Structure), 5 (Call Off Procedure), 13 (Guarantee), 14 (Insurance Requirements) and 18 (Tender),

(together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

43.2 Subject to Clause 43.1, a person who is not Party to this Framework Agreement has no right to enforce any term of this Framework Agreement under the CRTPA but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA.

43.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without Approval, which may, if given, be given on and subject to such terms as CCS may determine.

43.4 Any amendments or modifications to this Framework Agreement may be made, and any rights created under Clause 43.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

43.5 CCS may act as agent and trustee for each Third Party Beneficiary and/or enforce on behalf of that Third Party Beneficiary any Third Party Provision and/or recover any Loss suffered by that Third Party Beneficiary in connection with a breach of any Third Party Provision.

44. NOTICES

44.1 Except as otherwise expressly provided within this Framework Agreement, any notices issued under this Framework Agreement must be in writing. For the purpose of this Clause 44, an e-mail is accepted as being "in writing".

44.2 Subject to Clause 44.3, 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:

Manner of Delivery	of	Deemed time of delivery	Proof of Service
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Email (Subject to Clause 44.3)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

44.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 44.2:

44.3.1 any Termination Notice under Clause 31 (Authority Termination Rights), including in respect of partial termination;

44.3.2 any notice in respect of:

- (a) Suspension of Supplier's appointment (Clause 32)
- (b) Waiver (Clause 36);
- (c) Default or CCS Cause; and

44.3.3 any Dispute Notice.

44.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 44.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 44.2) or, if earlier, the time of response or acknowledgement by the receiving Party to the email attaching the notice.

44.5 This Clause 44 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Framework Schedule 16 (Dispute Resolution Procedure)).

44.6 For the purposes of this Clause 44, the address of each Party shall be:

44.6.1 For CCS:

Crown Commercial Service
Rosebery Court
St Andrews Business Park

Norwich
NR7 0HS

For the attention of: the TECHNOLOGY SERVICES 2 Framework
Manager

44.6.2 For the Supplier:

[insert name of supplier]

Address: [insert address of supplier]

For the attention of: the TECHNOLOGY SERVICES 2 Framework
Manager

**[Guidance Note: Supplier contact details to be inserted post
award]**

44.7 Either Party may change its address for service by serving a notice in
accordance with this Clause 44.

45. COMPLAINTS HANDLING

45.1 Either Party shall notify the other Party of any Complaints made by Other
Contracting Bodies, which are not resolved by operation of the Supplier's usual
complaints handling procedure within five (5) Working Days of becoming aware of that
Complaint and, if the Supplier is the Party providing the notice, such notice shall
contain full details of the Supplier's plans to resolve such Complaint.

45.2 Without prejudice to any rights and remedies that a complainant may have at
Law (including under this Framework Agreement and/or a Call Off Agreement), and
without prejudice to any obligation of the Supplier to take remedial action under the
provisions of this Framework Agreement and/or a Call Off Agreement, the Supplier
shall use its best endeavours to resolve the Complaint within ten (10) Working Days
and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

45.3 Within two (2) Working Days of a request by CCS, the Supplier shall provide
full details of a Complaint to CCS, including details of steps taken to achieve its
resolution.

46. DISPUTE RESOLUTION

46.1 The Parties shall resolve Disputes arising out of or in connection with this
Framework Agreement in accordance with the Dispute Resolution Procedure.

46.2 The Supplier shall continue to provide the Services in accordance with the
terms of this Framework Agreement until a Dispute has been resolved.

47. GOVERNING LAW AND JURISDICTION

47.1 This Framework Agreement and any issues, disputes or claims (whether
contractual or non-contractual) arising out of or in connection with it or its subject matter
or formation shall be governed by and construed in accordance with the laws of
England and Wales.

47.2 Subject to Clause 46 (Dispute Resolution) and Framework Schedule
16 (Dispute Resolution Procedure) (including CCS's right to refer the Dispute to
arbitration), the Parties agree that the courts of England and Wales shall have
exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-

contractual) that arises out of or in connection with this Framework Agreement or its subject matter or formation.

IN WITNESS of which this Framework Agreement has been duly executed by the Parties.

Signed duly authorised for and on behalf of the SUPPLIER

Signature:

Name:

Position:

Date

[Guidance Note: this document should be signed by the same supplier entity that submitted the ITT.]

Signed for and on behalf of CCS

Signature:

Name:

Position:

Date

FRAMEWORK SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1.1 (Definitions), in this Framework Agreement including its recitals the following expressions shall have the following meanings:

"Admin Fees"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by CCS at the following link: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Agent"	means the Supplier where it has been expressly appointed by a Contracting Body under a Call Off Agreement or CCS under the Framework Agreement to act on that party's behalf in procuring and entering into an agreement for goods or services (other than the Services) with a third party(ies).
"Approval"	means the prior written consent of CCS and "Approve" and "Approved" shall be construed accordingly;
"Audit"	means an audit carried out pursuant to Clause 18 (Records, Audit Access and Open Book Data);
"Audit Report"	means a report summarising the testing completed and the actions arising following an Audit;
"Auditor"	means CCS, and/or Other Contracting Body who is a party to a Call Off Agreement, and/or the National Audit Office and/or any auditor appointed by the Audit Commission, and /or the representatives of any of them;
"Branding Guidance"	means CCS's guidance in relation to the use of branding available at http://ccs.cabinetoffice.gov.uk/i-am-supplier/supplier-resources
"Call Off Agreement"	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of the Services made between a Contracting Body and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
"Call Off Guarantee"	means a deed of guarantee in favour of a Contracting Body in the form set out in Framework Schedule 13 (Guarantee) and granted pursuant to Clause 3 of the Template Call Off Terms;
"Call Off Guarantor"	means the person acceptable to a Contracting Body to give a Call Off Guarantee;
"Call Off Procedure"	means the process for awarding a Call Off Agreement pursuant to Clause 5 (Call Off Procedure) and Framework Schedule 5 (Call Off Procedure);

"CCS"	means THE MINISTER FOR THE CABINET OFFICE ("Cabinet Office") as represented by the Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at Rosebery Court, St Andrews Business Park, Norwich, NR7 0HS;
"CCS Cause"	means any breach of the obligations of CCS (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of CCS in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which CCS is liable to the Supplier;
"CCS Personal Data"	means any Personal Data supplied for the purposes of or in connection with this Framework Agreement by CCS to the Supplier;
"CCS Representative"	means the representative appointed by CCS from time to time in relation to this Framework Agreement;
"CCS's Confidential Information"	means all CCS Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know How, personnel, and suppliers of CCS and/or Other Contracting Bodies, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential;
"CEDR"	means the Centre for Effective Dispute Resolution;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	means any change in Law which impacts on the supply of the Services and performance of the Template Call Off Terms which comes into force after the Framework Commencement Date;
"Change of Control"	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	means the charges raised under or in connection with a Call Off Agreement from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure;

"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to each Call Off Agreement, which structure is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Commercially Sensitive Information"	<p>means the Supplier's Confidential Information listed in Framework Schedule 15 (Commercially Sensitive Information) comprised of commercially sensitive information:</p> <ul style="list-style-type: none"> a) relating to the Supplier, its IPR or its business or information which the Supplier has indicated to CCS that, if disclosed by CCS, would cause the Supplier significant commercial disadvantage or material financial loss; and b) that constitutes a trade secret. <p>For the avoidance of doubt Commercially Sensitive Information shall not include any pricing submitted as part of the Electronic Catalogue;</p>
"Comparable Supply"	means the supply of Services to another customer of the Supplier that are the same or similar to the Services;
"Complaint"	means any formal written complaint raised by a Contracting Body in relation to the performance of this Framework Agreement or any Call Off Agreement in accordance with Clause 45 (Complaints Handling);
"Confidential Information"	means CCS's Confidential Information and/or the Supplier's Confidential Information, as the context requires;
"Continuous Improvement"	means a plan for improving the provision of the Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
"Contract Year"	means a consecutive period of twelve (12) Months commencing on the Framework Commencement Date or each anniversary thereof;
"Contracting Bodies"	means bodies listed in paragraph VI.3 of the OJEU Notice and "Contracting Body" shall be construed accordingly;
"Control"	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	takes the meaning given in the Data Protection Legislation.
"Costs"	<p>means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Personnel;

- ii) employer's national insurance contributions;
 - iii) pension contributions;
 - iv) car allowances;
 - v) any other contractual employment benefits;
 - vi) staff training;
 - vii) work place accommodation;
 - viii) work place IT equipment and tools reasonably necessary to provide the Services (but not including items included within limb (b) below); and
 - ix) reasonable recruitment costs, as agreed with the Contracting Bodies under any Call Off Agreements;
- b) costs incurred in respect of those Supplier Assets which are detailed on the Registers ("Supplier Assets" and "Register" shall have the meaning given to them under Call Off Schedule 1 (Definitions)) and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Contracting Bodies or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
- c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Services;
- but excluding:
- i) Overhead;
 - ii) financing or similar costs;
 - iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Framework Period and term of any Call Off Agreements whether in relation to Supplier Assets or otherwise;
 - iv) taxation;
 - v) fines and penalties;
 - vi) amounts payable under the benchmarking provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking); and
 - vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"Crown Body"	means any department, office or executive agency of the Crown;
"CRTPA"	means the Contracts (Rights of Third Parties) Act 1999;
"Cyber Essentials Scheme"	means the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found here: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview ;
"Cyber Essentials Scheme Basic Certificate"	means the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Scheme Data"	means sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme;
"Cyber Essentials Scheme Plus Certificate"	means the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance;
"Data Loss Event"	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.
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
"Data Protection Officer"	takes the meaning given in the Data Protection Legislation.
"Data Subject"	takes the meaning given in the Data Protection Legislation.
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
"Day Rate"	means the maximum daily labour charge for a specific grade of person, based on an 8 hour day and whether or not such hours are worked consecutively and whether or not they are

	worked on the same day, exclusive of lunch break, travel and related expenses, as set out in the Tender, and which forms the Framework Price(s) as set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
"Deductions"	means all Service Credits, Delay Payments or any other deduction which Contracting Bodies are paid or is payable under Call Off Agreements;
"Default"	means any breach of the obligations of the Supplier (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or the Supplier Personnel in connection with or in relation to this Framework Agreement or the subject matter of this Framework Agreement and in respect of which the Supplier is liable to CCS;
"Default Management Charge"	has the meaning given to it in paragraph 6.2 of Framework Schedule 9 (Management Information);
"Direct Award Criteria"	means the award criteria to be applied for the direct award of Call Off Agreements for Services set out in Part A of Framework Schedule 6 (Award Criteria), as applicable to Orders placed under the Electronic Catalogue;
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the procedure for variations in Clause 16.1 (Variation Procedure) or any matter where this Framework Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Framework Schedule 16 (Dispute Resolution);
"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004)

	Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"DPA 2018"	means the Data Protection Act 2018
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of CCS prior to the Framework Commencement Date;
"Electronic Catalogue"	means the online electronic catalogue which CCS may establish during the Framework Period and through which the Supplier may offer commoditised services to Contracting Bodies
"Environmental Information Regulations or EIRs"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
"Equivalent Services"	means services which the Supplier can supply which are the same or similar to the Services;
"Extension Framework Period"	means such period or periods up to a maximum of two (2) years in total as may be specified by CCS pursuant to Clause 10.2 (Framework Period);
"FOIA"	means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Framework"	means the framework arrangements established by CCS for the provision of the Services to Contracting Bodies by suppliers (including the Supplier) pursuant to the OJEU Notice;
"Framework Agreement"	means this agreement consisting of the Clauses together with the Framework Schedules and any appendices and annexes to the same;
"Framework Commencement Date"	means [insert date dd/mm/yyyy];
"Framework Guarantee"	means a deed of guarantee in favour of CCS in the form set out in Framework Schedule 13 (Framework Guarantee) granted pursuant to Clause 8 (Guarantee);
"Framework Guarantor"	means any person acceptable to CCS to give a Framework Guarantee;
"Framework Period"	means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement;
"Framework Price(s)"	means the Margin and Day Rates (and any applicable premiums and regional variations specified in Framework Schedule 3) applicable to the provision of Services (including any prices included in the Electronic Catalogue), and

	calculated using the mechanisms described in Framework Schedule 3 (Framework Prices and Charging Structure);
"Framework Schedules"	means the schedules to this Framework Agreement;
"Framework Suppliers"	means the suppliers (including the Supplier) appointed under this Framework Agreement or agreements on the same or similar terms to this Framework Agreement as part of the Framework;
"Fraud"	means any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
"Further Competition Award Criteria"	means the award criteria set out in Part B of Framework Schedule 6 (Award Criteria);
"Further Competition Procedure"	means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	means 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 other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Holding Company"	has the meaning given to it in section 1159 of the Companies Act 2006;

"Improvement Plan"	means the plan required by CCS from the Supplier which shall detail how the Supplier will improve the provision of the Services pursuant to Clause 30.1.1 (Authority Remedies);
"Improvement Notice"	means the notice issued by CCS to the Supplier pursuant to Clause 30.1.3 (Authority Remedies) which will detail how the Supplier shall improve the provision of the Services;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
"Initial Framework Period"	means the period from the Framework Commencement Date until the expiry of two (2) years;
"Insolvency Event"	<p>means, in respect of the Supplier or Framework Guarantor (as applicable):</p> <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or h) where the Supplier or Framework Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or

	<p>i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Intellectual Property Rights" or "IPR"	<p>means:</p> <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</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 having equivalent or similar effect in any country or jurisdiction;</p>
"Invitation to Tender" or "ITT"	has the meaning given to it in the recitals to this Framework Agreement;
"Key Sub-Contract"	means each Sub-Contract with a Key Sub-Contractor;
"Key Sub-Contractor"	means any Sub-Contractor which, in the opinion of CCS, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services;
"IPR Claim"	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to CCS in the fulfilment of its obligations under this Framework Agreement;
"Key Performance Indicators" or "KPIs"	means the performance measurements and targets set out in Part B of Framework Schedule 2 (Services and Key Performance Indicators);
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Framework Commencement Date;
"KPI Target"	means the acceptable performance level for a KPI as set out in relation to each KPI;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice,

	judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Legacy Services"	means services similar to the New Services and/or services which interface with or are intended to interface with or be replaced by the New Services;
"Losses"	means 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 "Loss" shall be interpreted accordingly;
"Lot"	means any of the four (4) lots specified in Framework Schedule 2 (Services and Key Performance Indicators) and "Lots" shall be construed accordingly;
"Management Charge"	means the sum payable by the Supplier to CCS being an amount equal to one point one five per cent (1.15%) of all Charges for the Services invoiced to the Contracting Bodies by the Supplier (net of VAT) in each Month throughout the Framework Period and thereafter until the expiry or earlier termination of all Call Off Agreements entered pursuant to this Framework Agreement;
"Management Information" or "MI"	means the management information specified in Framework Schedule 9 (Management Information);
"Margin"	means, in relation to a period, the Supplier Profit for the relevant period divided by the total Charges over the same period in respect of any Call Off Agreements and expressed as a percentage;
"MI Default"	has the meaning given to it in paragraph 6.1 of Framework Schedule 9 (Management Information);
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date(including where a Nil Return should have been filed);
"Minimum Standards of Reliability"	means having regard to past performance that the Contracting Body is satisfied from the information provided in the Tender that the Supplier's past contracts have been satisfactorily performed in accordance with their terms or, where that has not occurred, CCS is satisfied with the reason or reasons why that has not occurred in relation to any such past contract.;

"MI Report"	means a report containing Management Information submitted to CCS in accordance with Framework Schedule 9 (Management Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 9 (Management Information) setting out the information the Supplier is required to supply to CCS;
"Ministry of Justice Code"	means the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 as amended from time to time;
"MISO"	means 'Management Information System Online'. An online portal located at https://miso.buyingsolutions.gov.uk provided by CCS for collection and receipt of Management Information;
"Month"	means a calendar month and "Monthly" shall be interpreted accordingly;
"New Services"	means services which a Contracting Body wishes to procure from a third party which are the same or similar to the Services;
"Nil Return"	has the meaning given to it in paragraph 3.3 of Framework Schedule 9 (Management Information);
"Occasion of Tax Non – Compliance"	means where: <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax abuse principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Framework Commencement Date or to a civil penalty for fraud or evasion;
"OJEU Notice"	has the meaning given to it in Recital A;
"Open Book Data"	means complete and accurate financial and non-financial information which is sufficient to enable CCS to verify the Charges already paid or payable and Charges forecast to be paid during the Framework Period and term of any Call Off

Agreements, including details and all assumptions relating to:

- a) the Supplier's Costs broken down against each Service and/or deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software supplied to Contracting Bodies under Call Off Agreements or procured and used by the Supplier exclusively for the provision of the Services to Contracting Bodies;
- b) operating expenditure relating to the provision of the Services including an analysis showing:
 - i) the unit costs and any other consumables and bought-in services;
 - ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;
 - iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Margin; and
- c) Overheads;
- d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
- e) the Supplier Profit achieved over the Framework Period and term of any Call Off Agreements and on an annual basis;
- f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and
- h) the actual Costs profile for each Service Period under any Call Off Agreements;

"Order"

means an order for the provision of the Services placed by a Contracting Body with the Supplier under a Call Off Agreement, including any orders placed in respect of the Electronic Catalogue;

"Other Contracting Bodies"

means all Contracting Bodies except CCS and **"Other Contracting Body"** shall be construed accordingly;

"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";
"Party"	means CCS or the Supplier and "Parties" shall mean both of them;
"Personal Data"	takes the meaning given in the Data Protection Legislation
"Personal Data Breach"	takes the meaning given in the Data Protection Legislation.
"Processor"	takes the meaning given in the Data Protection Legislation.
"Prohibited Act"	means: <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Body or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; or b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Contracting Body or other public body; or iv) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	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 the such measures adopted by it.
"Purchase to Pay" or "P2P"	means an electronic system used to host a catalogue that allows for the full procurement process, from ordering through to invoice;
"Regulations"	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;
"Relevant Person"	means any employee, agent, servant, or representative of CCS, or of any Other Contracting Body or other public body;
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Supplier"	means a third party bidding to provide New Services;
"Replacement Services"	means any services which are substantially similar to any of the Services and which are received in substitution for the Services following the expiry or termination of this Framework Agreement;
"Replacement Supplier"	means any third party provider of Replacement Services appointed by or at the direction of CCS from time to time;
"Reporting Date"	means the 7th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties;
"Requests for Information"	means a request for information relating to this Framework Agreement or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIRs;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 10 (Annual Self Audit Certificate) to be provided to CCS in accordance with Clause 18 (Records, Audit Access and Open Book Data);
"Service Period"	has the meaning given to it in Framework Schedule 4 (Template Order Form and Template Call Off Terms) as refined by a Contracting Body in a Call Off Agreement between that Contracting Body and the Supplier;
"Services"	means the services described in Framework Schedule 2 (Services and Key Performance Indicators) which the Supplier shall make available to Contracting Bodies;

"Service Requirements"	means the requirements of CCS or any other Contracting Body (as appropriate) for the Services from time to time;
"Social Value Legislation"	means The Public Services (Social Value) Act 2012, the Well Being of Future Generations (Wales) Act 2015 and the Procurement Reform (Scotland) Act 2014 as amended from time to time
"Social Value"	shall have the meaning as defined in the Public Services (Social Value) Act 2012 as amended from time to time
"Specific Change in Law"	means a Change in Law that relates specifically to the business of CCS and which would not affect a Comparable Supply;
"Standards"	means: <ul style="list-style-type: none"> a) any standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) any standards detailed in the specification in Framework Schedule 2 (Services and Key Performance Indicators); c) any standards detailed by the Contracting Body in section B of the Order Form following a Further Competition Procedure or agreed between the Parties from time to time; d) any relevant Government codes of practice and guidance applicable from time to time as the Supplier would reasonably and ordinarily be expected to comply with
"Statement of Requirements"	means a statement issued by CCS or any Other Contracting Body detailing its Service Requirements issued in accordance with the Call Off Procedure;
"Sub-Contract"	means any contract or agreement (or proposed contract or agreement) pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Services (or any part of them); (b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Services (or any part of them);
"Sub-Contractor"	means any person other than the Supplier who is a party to a Sub-Contract and the servants or agents of that person;

"Sub Processor"	any third party appointed to process Personal Data on behalf of the Supplier under this Framework Agreement
"Supplier"	means the person, firm or company stated in the preamble to this Framework Agreement;
"Supplier Action Plan"	means a document, maintained by CCS, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of its obligations under this Framework Agreement or any Call Off Agreements;
"Supplier Profit"	means, in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of any Call Off Agreements for the relevant period;
"Supplier Representative"	means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;
"Supplier's Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, except for any information (including prices) published in the Supplier's Electronic Catalogue;
"Template Call Off Terms"	means the template terms and conditions in Annex 2 to Framework Schedule 4 (Template Order Form and Template Call Off terms);
"Template Order Form"	means the template form in Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off terms);
"Tender"	means the tender submitted by the Supplier to CCS, a copy of which is set out in Framework Schedule 18 (Tender);
"Termination Notice"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
"Transparency Reports"	means the information relating to the Services and performance of this Framework Agreement which the Supplier is required to provide to CCS in accordance with the reporting requirements in Framework Schedule 19;
"Variation"	has the meaning given to it in Clause 16.1.1 (Variation Procedure);

"Variation Form"	means the form that will be completed and signed by the Parties to effect a Variation which shall be in the form set out in Framework Schedule 17 (Variation Form);
"Variation Procedure"	means the procedure for carrying out a Variation as set out in Clause 16.1 (Variation Procedure);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Working Days"	means any day other than a Saturday, Sunday or public holiday in England and Wales.

FRAMEWORK SCHEDULE 2: SERVICES AND KEY PERFORMANCE INDICATORS

PART A – SERVICES

1. GENERAL

- 1.1 The purpose of this Part A of Framework Schedule 2 (Services and Key Performance Indicators) is to set out the intended scope of the Services that the Supplier will be required to make available to all Contracting Bodies under this Framework Agreement and to provide a description of what the Services entail (including, if applicable, in each Lot) together with any specific Standards applicable to the Services.
- 1.2 The Services and any Standards set out in paragraph 2 below may be refined (to the extent permitted and set out in Framework Schedule 5 (Call Off Procedure)) by a Contracting Body during a Further Competition Procedure to reflect its Services Requirements for entering a particular Call Off Agreement.

2. SPECIFICATION

2.1 Summary

- 2.1.1 The Supplier may be required to provide services in relation to the supply of the Services to Contracting Bodies including but not limited to:

- (a) Taking orders for the Services from Contracting Bodies in respect of the relevant Lot(s);
- (b) Conforming to the Charging Structure;
- (c) Undertaking any billing requirements;
- (d) Undertaking to meet all Contracting Body requirements;
- (e) Providing a support function to deal with Contracting Body enquiries and issues;
- (f) Complying with any KPIs and any service levels and any reporting requirements;
- (g) Providing a dedicated account manager to manage the relationship between CCS and the Supplier under this Framework Agreement, to resolve any issues arising from this Framework Agreement and to implement any improvements/innovations during the Framework Period;
- (h) Complying with CCS's Management Information requirements.

2.1.2 Our priorities

Policy Deliverables

- Security Code of Practice
- Digital Service Standard
- Technology Code of Practice
- Supplier standard for digital and technology service providers
- Growth of spend with SMEs and disaggregation of contracts
- Re-use / sharing of systems

Key Areas of Law

- Social Value Act 2012
- Modern Slavery Act 2015
- Equalities Act 2010

2.1.2(a) Social Value

In the public sector we want the best possible outcomes from our procurements. This includes getting relevant social, environmental and economic benefits from contracts in line with Social Value legislation.

The Supplier will from time to time provide further information in respect of:

- Growth:
 - Competence: training & apprenticeships
 - Capacity: promotion of diversity, SMEs
- Transparency
 - Tax and compliance, including IR35 compliance
- Information assurance, confidentiality and access to information
- Equality, diversity and inclusion
- Modern Slavery
- Environmental Sustainability
 - Energy Efficiency
 - Waste, including Waste Electrical and Electronics Equipment (WEEE), Restriction of Hazardous Substances (RoHS) and closed loop WEEE recovery

2.1.2(b) Equality, diversity and inclusion

The Equality Act imposes specific duties on the Public Sector to:

- Eliminate unlawful discrimination
- Advance equality of opportunity for people with protected characteristics by:
 - Removing / minimising disadvantages
 - Meeting their specific needs
 - Encouraging their participation in public life, or other areas where their participation is low

- Foster good relations (tackling prejudice and promoting understanding between people who share a protected characteristic and others).

Customers may have specific Social Value priorities relating to equality and diversity. These will be clarified at Call Off and may be examined further. Examples include:

- Promoting collaboration with Voluntary, Community and Social Enterprises (VCSE)
- Providing education / employment opportunities for protected groups, including opportunities for Supported Businesses in your supply chain
- Improving disabled users experience and/ or access to technology services

2.1.2(c) Energy Efficiency

Public Bodies have multiple obligations relating to improving energy efficiency of their operations and related services. We require that any new products purchased by a Supplier, wholly or partially to deliver a service, comply with:

The standards for products referred to in points (a) to (d) of Annex III of the Energy Efficiency Directive (EED).¹ Furthermore the UK is legally required to encourage public bodies not in scope to act in accordance with Article 6 of the Directive.

This requirement does not require that existing equipment be upgraded, but that any new equipment purchased, either wholly or partially, for the purpose of the Service in question meets the levels set out in Article 6 of the EED.

For example, any new printers purchased wholly or partially for the delivery of this Service must meet the requirements of points (a) to (d) of Annex III of the EED. E.g meet the energy efficiency standards of Energy Star for printers. However existing stock printers in use by the supplier would not need to meet the requirements.

2.1.2(d) Customers' Social Value Priorities

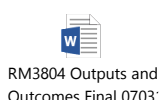
Customers may have specific Social Value priorities, relating to the area in which the Service is being delivered, which they will make clear as part of their call for competition.

Customers have flexibility, at Call Off to vary the percentage of the award allocated for Social Value benefits, provided it stays within the overall principles of evaluation criteria detailed in the Framework Agreement (Schedule 6).

¹ <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32012L0027>

You may be required by Customers to identify Social Value benefits you believe are relevant and proportionate to the Customer's requirement and how you will work with the Customer to deliver those benefits.

2.1.3 The table embedded below describes outcomes and outputs in addition to the service descriptions for each of the Lots as detailed below. Details are included of specific inputs that will apply across all Contracting Bodies, however Contracting Bodies may specify their own additional inputs, such as internal policy documents, when conducting a Further Competition Procedure under this Agreement.



2.2 Services

For all lots services will be required throughout the UK but individual suppliers only need to demonstrate ability to provide services within the UK, not across all of it.

Occasional overseas requirements may occur and ability to cover appropriate locations will form part of customers Call Off requirements.

Transfer of Undertakings – Protection of Employment (TUPE) may apply to some Call Off contracts. Customers will make suppliers aware of any TUPE implications for their individual contracts during the Call Off process. Suppliers will be expected to provide all TUPE considerations, including pricing implications, at that Call Off stage if TUPE becomes part of a requirement.

In all circumstances the services should be provided in line with government's "Supplier standard for digital and technology service providers"²

The Services covered are divided into the following Lots:

2.2.1 Lot 1 – Technology Strategy and Services Design

Note that Framework Suppliers under this Lot may provide either or both of the Strategy services or the Service Design services.

Strategy

The design of Contracting Bodies' technology strategies, using either classic (waterfall) or agile (iterative) approaches. The strategy may be new, modified or an enhancement

² <https://www.gov.uk/government/consultations/supplier-standard-for-digital-and-technology-service-providers>

of the current strategy. The design approach of the strategy will be dependent upon the life expectancy of the strategy and how dynamic the organisation may be.

Key attributes:

- Capability analysis - identification of current business capability (as is) and that which will be needed for the future state (to be).
- Enterprise architecture using the open group architecture framework (TOGAF) or similar
- Technology gap assessments - the assessment and recommendation of the right technology to plug the capability gap between the as-is and the to-be.
- Business models - identification of the correct commercial and operational models to deliver the technology strategy (insourced, outsourced or multi-sourced models).
- Architectures - identification of the correct technology architecture to deliver the technology strategy (in-house hosted, private cloud, hybrid or public cloud).
- Road-mapping - the development of technology roadmaps to co-ordinate the delivery of the technology strategy.
- IT financial management - development of an IT financial management approach to support the technology strategy, in order to manage investment and costs and obtain business benefit from any investments.

and / or

Service Design

The identification and design of technology services including resources, processes and assets to meet Contracting Body (including end user) service needs. This includes auditing current service provision, continuous service improvement and developing new services.

Services may be designed in line with IT Service Management Models (ITSM) such as ITIL, Cobit, ISO/IEC 20000-1 or others, as required.

Key attributes:

- Operational service design - working with Contracting Bodies (including end users) in order to design a service delivery model that meets the current and future business needs and demand.
- Demand management - capacity planning processes and systems.
- Service Levels, Performance Design - developing service levels and KPI's for services in scope, their measurement and reporting and how service provider(s) may work to achieve and maintain them.
- Service Availability – designing monitoring, assurance and continuity of service processes and systems to meet current and future business needs.
- Risk – ensuring proactive risk identification, mitigation and management to deliver service continuity.
- Security – appropriate security protection in line with business needs.

- Supply chain - designing, integration and management of commercial processes to ensure service integration and efficient operation in a multi supplier eco system.
- Applications - identification and specification of any appropriate databases, applications or toolsets to deliver the services.

2.2.2 Lot 2 – Transition and Transformation

Transition and transformation services which supports the implementation of new services, service providers, architectures or processes in line with the Contracting Body's specifications and/or services strategy, with minimal risk and impact to the organisation. The Supplier shall conduct the process in a cost effective and timely manner. The service(s) may be new, modified, enhanced or the retirement of a service(s).

This Lot also covers transition from one operational site(s) and/or service provider(s) to an alternative and/or insourcing of previously outsourced services.

Key attributes:

- The identification of the transition/transformation success factors and their measurement.
- Risk analysis and risk management.
- Audit and due diligence activities for the Contracting Body's present estate.
- Project and programme management, including planning, delivery and reporting.
- Implementing and managing the transition/transformation process and coordination of resources, potentially across a multi supplier environment.
- Post transition/transformation review to identify if the objectives, success factors and benefits have been met and realised.
- Legacy service decommissioning and disposal, including planning, delivery and coordination of activities.

2.2.3 Lot 3 – Operational Services

The services, processes and tools needed to manage the provisioning, capacity, performance, security and availability of the technology environment. Delivering at the right quality and at competitive costs. All services shall allow for change management within their delivery. Services may be delivered in line with IT Service Management Models (ITSM) such as ITIL, Cobit, ISO/IEC 20000-1 or others, as required by the Contracting Body.

Delivery of this service should be within at least one of the following service groups;

3a: End user services

3b: Operation management services

3c: Technical management

3d: Application and data management

2.2.4 End User Services (3a) – suppliers of either of the following services

End User Support

An information and support management service to handle a Contracting Body's internal or external queries and operational problems on technology related processes, policies, systems and usage.

Services may include: product support capabilities, including elements of hardware and software support, logging of problems, reporting and proactive results analysis of problem trends to suggest permanent fixes. The dispatch of service technicians and/or parts, end user training coordination and other technology related issues.

End User Computing and Device Management

The scope of the end-user computing and device management covers the full life cycle management of desktop, laptop, tablet, thin-client, handheld and peripheral assets including acquisition, deployment, maintenance, change management as well as disposal.

The service extends to the hardware, software, disaster recovery and personnel to perform the technical support, planning, process management and administration of the service.

2.2.5 Operational Management Services (3b) – suppliers of any of the following services

IT Operations, Data Centre and Technology Estate Service Management

The body of competencies, roles and practices that ensure technology offers the right services at the right price and quality levels for its users. Operating models may be fully centralised, fully decentralised or 'federated' (hybrid).

This includes the day-to-day system management responsibility for the technology infrastructure, its systems operation, integration, support, administration, and performance monitoring. Technical diagnostics/troubleshooting, configuration management, system repair and disposal management and the production of management reports may form part of this service.

Security Management

The control, monitoring and management of security devices, systems, web sites, applications, databases, servers and data centres, and other technologies and services.

This extends to managed firewall, identity and access management, intrusion detection, virtual private networks, vulnerability scanning and anti-viral/anti-phishing services. Services may be provided individually or as a whole in the form of an in-house or external Security Operations Centre (SOC) aimed at managing a 24/7 service.

Supply Chain and Contract lifecycle management

The process of creating and fulfilling demands for technology services, including the life-cycle of contracts created, administered or that may impact the organisation. This includes third party contract management and/or service integration (SIAM) with regard to outsourcing, procurement, licensing and any other technology related agreements containing contractual obligations to the Contracting Body both now and in the future.

2.2.6 Technical Management (3c) – suppliers of either of the following services

Network Infrastructure Management

Services for planning, delivering, operating, managing (including security), supporting and monitoring the on premise local area network infrastructure (LAN) and/or its assets. Including but not limited to fixed and wireless devices, routers, switches, firewalls, fibre optic equipment etc). This may take the form of individual services and/or a Network Operations Centre (NOC).

Exclusions are telephony, mobile voice and data services, video-conferencing, audio-conferencing services, integrated communications and wide area network provisioning and connectivity.

Hardware and Software Asset Management

A framework and set of processes for strategically tracking and managing the financial, licensing and contractual aspects of IT assets through their life cycle. This includes hardware and software acquisition and disposal decisions that identify and eliminate unused or infrequently used assets, the consolidation of software licenses or proposals for new licensing models. The service shall provide an accurate account of technology asset lifecycle costs and risks to maximize the business value of technology and sourcing decisions.

2.2.7 Application and Data Management (3d) – suppliers of either of the following services

Data Warehouse, Database and Data Management

Data, database and middleware management and integration practices, architectural techniques and tools for achieving consistent access to data across the technology estate. The services shall meet the data consumption requirements of all other services, applications and business processes. This is inclusive of installation, configuration, management and support (1st or 3rd party) of databases. Activities include data extraction, translation, transfer, conversion and backup and recovery.

Applications Management and Support

A wide variety of application services, processes and methodologies for maintaining, enhancing, managing and supporting custom or enterprise applications, packaged software applications, ESCROW or network-delivered applications.

DevOps or Release Management

A collaborative approach to the integration of the software life cycle from application development through release and IT operations activities, with a focus on process

workflows, application creation, deployment, and delivery using tools to automate the delivery for rapid and reliable software release.

2.2.8 Lot 4 – Programmes and Large Projects

This Lot is for large scale, complex or high risk projects and/or programmes that require the range of services offered in Lots 1, 2 and of those in 3 (a,b,c,d).

To qualify as eligible to receive Orders under Lot 4b and subsequently deliver programmes and/or project requirements at the Government's Secret security level Framework Suppliers:

- (a) shall have or be willing to obtain (within six (6) months of the Framework Commencement Date) an accredited secure facility environment in accordance with HMG Security Policy Framework April 2014 and/or any future variations to the policy, (commonly referred to as List X). Inclusion on this Lot will depend on successful accreditation being achieved if not already held. Further information on List X accreditation can be found here: <https://www.gov.uk/government/publications/security-policy-framework>
- (b) The Suppliers will be expected to have, or be willing to obtain a number of UK national security cleared personnel prior to the award/start date of the relevant Call Off Agreement(s).

Where the Supplier has not satisfied the requirements of paragraphs (a) and/or (b) immediately above CCS reserves the right to suspend or terminate the Supplier's presence on Lot 4b of the Framework Agreement for material Default.

Delivery may take the form of a single entity (single sourced) providing all of the services or multiple-entities (multi-sourced) depending upon the Contracting Body's technology delivery strategy.

Lot 4a – Programmes and Large Projects Services at an Official Level and below

Lot 4b – Programmes and Large Projects Services at Secret information security level

2.3 Procurement specific Standards

2.3.1 The Supplier shall at all times during the Framework Period and the term of any Call Off Agreement comply with the Standards including but not limited to the following:

(a) Service Management Standards

- (i) BS EN ISO 9001:2015 "Quality Management System" standard or equivalent.
- (ii) ITIL v3 2011 "IT Service Management".
- (iii) ISO/IEC 20000:2011 Parts 1-4 "ITSM Specification for Service Management".
- (iv) ISO 10007 "Quality management systems – Guidelines for configuration management".

- (v) ISO 22301 - "Societal Security — Business continuity management systems — Requirements" and ISO 22313 - "Societal Security — Business continuity management systems — Guidance"
- (b) Environmental Standards
- (i) BS EN ISO 14001 Environmental Management System standard or equivalent.
- (ii) Directive 2012/19/EU on Waste Electrical and Electronic Equipment (or equivalent) and Directive 2011/65/EU on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (or equivalent).
- (c) Portfolio, Programme and Project Management Standards
- (i) PRINCE2 and MSP methodologies. ISO 21500:2012 "Guidance on project management". ISO/IEC/IEEE 16326-2009 "Systems and Software Engineering—Life Cycle Processes—Project Management" or equivalent methodology.
- (d) Infrastructure Safety Standards
- (i) BS EN 60950-1:2006+A12:2011 or subsequent replacements for hardware.
- (ii) BS EN 60065:2002+A12:20011 or subsequent replacements for audio, video and similar electronic apparatus.
- (iii) BS EN 60825-1:2007 or subsequent replacement for laser printers or scanners using lasers.
- (iv) BS EN 41003:2009 or subsequent or subsequent replacements for apparatus for connection to any telecommunications network.
- (e) Accessible IT Standards
- (i) the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Conformance Level AA.
- (ii) ISO/IEC 13066-1:2011 Information Technology - Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.
- (iii) BS 8878:2010 Web Accessibility Code of Practice.
- (f) Information Technology Standards
- (i) <https://www.gov.uk/government/publications/open-standards-principles>
- (ii) Government Open Data Standards - <https://www.gov.uk/government/publications/open-standards-for-government>
- (iii) Technology Code of Practice - <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- (iv) <https://www.gov.uk/public-services-network#psn-standards>
- (v) <https://www.gov.uk/government/publications/greening-government-ict-strategy>
- (vi) <https://www.gov.uk/government/publications/open-source-open-standards-and-re-use-government-action-plan>
- (vii) Government Security Policy Framework - <https://www.gov.uk/government/publications/security-policy-framework>

(g)Architecture and Design Standards

- (i) COBIT 5 and TOGAF 9.1 Architecture Framework and Standards.
- (ii) BS 7000-1:2008 "Design management systems. Guide to managing innovation"
- (iii) BS 7000-3:1994 "Design management systems. Guide to managing service design"

(h)Connectivity Standards

- (i) GSi v4.1 (although no new connections are being accepted by GSi after 12/12).
- (ii) PCI DSS V3.2 (Card payment network)
- (iii) e-Government Interoperability Framework (e-GIF v6.1, 18/31/2005)
- (iv) e-GIF Technical Standards Catalogue (v6.2, 2/9/2005)
- (v) e-Government Metadata Standard (e-GMS v3.1, 29/8/2008)
- (vi) Information Age Government Security Framework or equivalent.

(i) Information Security Management Standards

- (i) ISO 27001 Information Security Management standard or equivalent.

(j) Manual of Protective Security Standards

- (i) Manual of Protective Security (MPS) or equivalent

(k)Cyber Essentials Scheme

- (i) Cyber Essentials Scheme Basic Certificate and/or Cyber Essentials Scheme Plus Certificate - <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

(l) Miscellaneous

- (i) Off-payroll working in the public sector: reform of the intermediaries legislation (IR35) - <https://www.gov.uk/government/publications/off-payroll-working-in-the-public-sector-reform-of-the-intermediaries-legislation-technical-note>
- (ii) The Suppliers shall comply with the Governments supplier standard for digital and technology service providers when it is published. A draft of the standard was published for consultation in September 2016 and the consultation closed in December 2016. The final standard is expected to be published in 2017 - <https://www.gov.uk/government/consultations/supplier-standard-for-digital-and-technology-service-providers>

PART B – KEY PERFORMANCE INDICATORS

1. GENERAL

- 1.1 The purpose of this Part B is to set out the KPIs by which the Supplier's overall performance under this Framework Agreement shall be monitored and managed. CCS reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between CCS and the Supplier in accordance with Clause 19.1 (Variation Procedure).
- 1.2 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement including Framework Schedule 8 (Framework Management) and shall use all reasonable endeavours to meet the KPI Targets identified in the table below.
- 1.3 The KPIs from which performance by the Supplier of this Framework Agreement will be reported against are set out below:

Key Performance Indicator (KPI)	KPI Target (%)	Measured by
1. FRAMEWORK MANAGEMENT		
1.1 MI returns: All MI returns to be returned to CCS by the 5 th Working Day of each month	100	Confirmation of receipt and time of receipt by CCS (as evidenced within CCS's data warehouse (MISO) system)
1.2 All invoices to be paid within 30 calendar days of issue	100	Confirmation of receipt and time of receipt by CCS (as evidenced within CCS's CODA system)
1.3 Supplier self-audit certificate to be issued to CCS in accordance with the Framework Agreement	100	Confirmation of receipt and time of receipt by CCS
1.4 Actions identified in an Audit Report to be delivered by the	95	Confirmation by CCS of completion

dates set out in the Audit Report		of the actions by the dates identified in the Audit Report
2. OPERATIONAL EFFICIENCY / PRICE SAVINGS		
2.1 The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the Framework Period via continuous improvement and innovation	90	Confirmation by CCS of the cost savings achieved by the dates identified in the Supplier Action Plan
3. DEMAND MANAGEMENT SAVINGS		
3.1 The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the Framework Period	90	Confirmation by CCS of the cost savings achieved by the dates identified in the Supplier Action Plan
4. CUSTOMER SATISFACTION		
4.1 Services to be provided under Call Off Agreements to the satisfaction of Contracting Bodies	90	Confirmation by CCS of the Supplier's performance against customer satisfaction surveys
5. SPEND UNDER MANAGEMENT		
5.1 In each Contract Year, the Supplier to achieve spend under management with new Contracting Bodies under this Framework Agreement	2.5%	Score calculated by CCS by collecting information from MI and recorded through league tables.

<p>5.1 The Supplier to deliver at least one case study per year to drive further cost savings over the Framework Period, continuous improvement and innovation.</p> <p>During the initial six (6) month period the Supplier is not required to provide a case study.</p>	100%	Confirmation by CCS of the cost savings achieved by the case studies presented monthly
6. RESPONSIVENESS TO TENDERS		
<p>6.1 The Supplier not declining to bid against relevant Further Competition Procedures issued via the Framework.</p>	>2 consecutive instances per Lot	<p>A declination to bid is defined as a non-receipt of a response to the Further Competition Procedure and/or a communication to the Contracting Body confirming that no bid will be submitted without an accompanying credible explanation for the decision not to bid.</p>

FRAMEWORK SCHEDULE 3: FRAMEWORK PRICES AND CHARGING STRUCTURE

1. DEFINITIONS

1.1 The following terms used in this Framework Schedule 3 shall have the following meanings:

"Maximum Percentage Margin Rates"	means the maximum percentage margin the Supplier may add to the Costs in relation to their Services as set out in Annex 1 to Framework Schedule 3;
"Discount Structure"	means the Supplier commitment to provide a detailed discount documented approach applicable to offering discounts under this Framework Agreement as included at Annex 2 to this Framework Schedule 3.

2. GENERAL PROVISIONS

- 2.1 The Supplier shall not apply a rate that is higher than the Maximum Percentage Margin Rates to the Costs under any Call Off Agreement and the Supplier acknowledges and agrees that the Charges submitted in relation to a further competition held in accordance with Framework Schedule 5 (Call Off Procedure) shall be equal to or lower than the Costs plus Maximum Percentage Margin Rates.
- 2.2 The Parties acknowledge that the Discount Structure as set out in Annex 2 to this Framework Schedule 3 shall be applied by the Supplier to any Call Off Agreements under this Framework Agreement as agreed between the Supplier and the relevant Contracting Body and detailed in the Order Form.
- 2.3 The Supplier acknowledges and agrees that the Maximum Percentage Margin Rates detailed in Annex 1 cannot be amended or revised during the Framework Period subject to Clause 19.2.

3. DISCOUNTS

- 3.1 Discounts as accrued under Call Off Agreements will become due to Contracting Bodies according to the specific nature of the discount as agreed between the Supplier and the relevant Contracting Body and as per the provisions of that Call Off Agreement. In respect of discounts which are calculated based on specific metrics (for example the number of days taken by a Contracting Body to pay a prior invoice) these will typically, although not exclusively, be applied to the next invoice due in relation to the provision of the Services.

4. CHARGES UNDER CALL OFF AGREEMENTS

- 4.1 Any variation to the Charges payable under a Call Off Agreement must be agreed between the Supplier and the relevant Contracting Body and implemented in accordance with the provisions applicable to the Call Off Agreement.

ANNEX 1: RATES AND PRICES

TABLE 1: MAXIMUM PERCENTAGE MARGIN

<u>Lot Number</u>	<u>Maximum Percentage Margin</u>
1	
2	
3	
4a	
4b	

TABLE 2: SUPPLIER PERSONNEL RATE CARD FOR CALCULATION OF MAXIMUM DAY RATE FOR THE PURPOSES OF THE FRAMEWORK PRICES

The below prices are based on the Skills Framework for the Information Age. Details about each of the categories and levels can be found at <http://www.sfia.org.uk/>.

The Day Rates are based on working throughout the United Kingdom and Northern Ireland.

[Guidance Note: Prior to the commencement of the Framework Agreement, the Authority will populate this table with the relevant information from the Supplier's tendered prices in the Tender]

Maximum Day Rates Pricing Matrix

	Lots needed	1.³	2.³	3.³	4.³	5.³	6.³	7.³	Total Price
Strategy and Architecture	1								
Change and Transformation	2								
Development and Implementation	2 & 3								
Delivery and Operation	2 & 3								

³Refer to SFIA Skills Model 6.0 at Appendices for SFIA Rate Levels 1-7

Skills and Quality	3								
Relationship and Engagement	3								

ANNEX 2: DISCOUNT STRUCTURE

[Guidance Note: Matrix to be populated from supplier response to question AQF3 – the content below will become applicable based on what discount structures Tenderers propose, if any]

1. DISCOUNTS

1.1 Duration of Project / Service – Discount structure

- 1.1.1 The Call Off Agreement Charges shall be reduced on application of the following discount rates:

Total Call Off Agreement Duration	Percentage Discount Applied (%)
Up to 1 year (12 months)	
Up to 2 years (24 months)	
Up to 3 years (36 months)	
Up to 4 years (48 months)	
Up to 5 years (60 months)	
Up to 6 years (72 months)	
Up to 7 years (84 months)	

1.2 Prompt Payment Discounts

- 1.2.1 For all payments, the Supplier will offer prompt payment discounts for all invoices issued under a Call Off Agreement awarded by a particular Contracting Body according to the following table:

Calendar Days to Payment (From invoice date)	Percentage Discount Applied (%)
7 or less	
Between 15 and 7	

1.3 Supplier Nominated Discounts

- 1.3.1 The Supplier will offer additional discounts for Charges payable under a Call Off Agreement according to the following table:

Description of Supplier Nominated Discounts

1.4 Cumulative Total Value of Framework Agreement Discounts

- 1.4.1 Where the Supplier has multiple Call Off Agreements awarded by the same Contracting Body the Supplier will provide that Contracting Body with the following additional discounts based on total cumulative spend with that Contracting Body per Contract Year:

Total Cumulative Value of Call Off Agreements per Contracting Body awarded via the Framework per Contract Year	Details of Discount Available (£) or Percentage (%)
Up to £	
Up to £	
Up to £	
Up to £	
Up to £	

**FRAMEWORK SCHEDULE 4: TEMPLATE ORDER FORM AND TEMPLATE CALL OFF
TERMS**

ANNEX 1: TEMPLATE ORDER FORM

ANNEX 2: TEMPLATE CALL OFF TERMS

**ANNEX 3: ALTERNATIVE AND ADDITIONAL CALL OFF
CONTRACT PROVISIONS**

FRAMEWORK SCHEDULE 5: CALL OFF PROCEDURE

1. AWARD PROCEDURE

1.1 If CCS or any Other Contracting Body decides to source the Services through this Framework Agreement then it will award its Service Requirements in accordance with the procedure in this Framework Schedule 5 (Call Off Procedure) and the requirements of the Regulations and the Guidance. For the purposes of this Framework Schedule 5, “**Guidance**” shall mean any guidance issued or updated by the UK Government from time to time in relation to the Regulations.

1.2 If a Contracting Body can determine that:

1.2.1 its Service Requirements can be met by the Supplier's Electronic Catalogue and the description of the Services as set out in Framework Schedule 2 (Services and Key Performance Indicators); and

1.2.2 all of the terms of the proposed Call Off Agreement are laid down in this Framework Agreement and the Template Call Off Terms do not require amendment or any supplementary terms and conditions (other than the inclusion of optional provisions already provided for in the Template Call Off Terms);

then the Contracting Body may award a Call Off Agreement in accordance with the direct ordering procedure set out in paragraph 2 below.

1.3 If all of the terms of the proposed Call Off Agreement are not laid down in this Framework Agreement and a Contracting Body:

1.3.1 requires the Supplier to develop proposals or a solution in respect of such Contracting Body's Service Requirements; and/or

1.3.2 needs to amend or refine the Template Call Off Terms to reflect its Service Requirements to the extent permitted by and in accordance with the Regulations and Guidance;

then the Contracting Body shall award a Call Off Agreement in accordance with the Further Competition Procedure set out in paragraph 3 below.

2. DIRECT ORDERING WITHOUT A FURTHER COMPETITION

2.1 Subject to paragraph 1 above any Contracting Body awarding a Call Off Agreement under this Framework Agreement without holding a further competition shall:

2.1.1 develop a clear Statement of Requirements;

2.1.2 apply the Direct Award Criteria to the Electronic Catalogue of the Services for all Suppliers capable of meeting the Statement of Requirements in order to establish which of the Framework Suppliers provides the most economically advantageous solution; and

2.1.3 on the basis set out above, award the Call Off Agreement with the successful Framework Supplier in accordance with paragraph 7 below.

3. FURTHER COMPETITION PROCEDURE

Contracting Body's Obligations

- 3.1 Any Contracting Body awarding a Call Off Agreement under this Framework Agreement through a Further Competition Procedure shall:
- 3.1.1 develop a Statement of Requirements setting out its requirements for the Services and identify the Framework Suppliers capable of supplying the Services;
 - 3.1.2 amend or refine the Template Order Form and Template Call Off Terms to reflect its Services Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
 - 3.1.3 invite tenders by conducting a Further Competition Procedure for its Services Requirements in accordance with the Regulations and Guidance and in particular:
 - (a) if an Electronic Reverse Auction (as defined in paragraph 4 below) is to be held the Contracting Body shall notify the Framework Suppliers identified in accordance with paragraph 3.1.1 and shall conduct the Further Competition Procedure in accordance with the procedures set out in paragraph 4.3; or
 - (b) if an Electronic Reverse Auction is not used, the Contracting Body shall:
 - (i) invite the Framework Suppliers identified in accordance with paragraph 3.1.1 to submit a tender in writing for each proposed Call Off Agreement to be awarded by giving written notice by email to the relevant Supplier Representative of each Framework Supplier;
 - (ii) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call Off Agreement and the time needed to submit tenders; and
 - (iii) keep each tender confidential until the time limit set out for the return of tenders has expired.
 - 3.1.4 apply the Further Competition Award Criteria to the Framework Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call Off Agreement for its Services Requirements;
 - 3.1.5 on the basis set out above, award its Call Off Agreement to the successful Framework Supplier in accordance with paragraph 7 which Call Off Agreement shall:
 - (a) state the Services Requirements;
 - (b) state the tender submitted by the successful Framework Supplier;
 - (c) state the charges payable for the Services Requirements in accordance with the tender submitted by the successful Framework Supplier; and
 - (d) incorporate the Template Call Off Form and Template Call Off Terms (as may be amended or refined by the Contracting Body in accordance with paragraph 3.1.2 above) applicable to the Services,
 - 3.1.6 provide unsuccessful Framework Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

The Supplier's Obligations

3.2 The Supplier shall in writing, by the time and date specified by the Contracting Body following an invitation to tender pursuant to paragraph 3.1.3 above provide the Contracting Body with either:

3.2.1 a statement to the effect that it does not wish to tender in relation to the relevant Services Requirements; or

3.2.2 the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:

(a) an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;

(b) a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;

(c) a proposal covering the Services Requirements.

3.2.3 The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall be based on the Charging Structure and take into account any discount to which the Contracting Body may be entitled as set out in Framework Schedule 3 (Framework Prices and Charging Structure).

3.2.4 The Supplier agrees that:

(a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this paragraph 3 shall remain open for acceptance by the Contracting Body for thirty (30) Working Days (or such other period specified in the invitation to tender issued by the relevant Contracting Body in accordance with the Call Off Procedure); and

(b) all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:

(i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and

(ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

4. E-AUCTIONS

4.1 The Contracting Body shall be entitled to formulate its Statement of Requirements in accordance with paragraph 3 above and invite the Supplier to a Further Competition Procedure using a reverse auction in accordance with the rules laid down by the

Contracting Body and in accordance with the Regulations, prior to the commencement of any such Further Competition Procedure.

4.2 The Supplier acknowledges that Contracting Bodies may wish to undertake an electronic reverse auction, where Framework Suppliers compete in real time by bidding as the auction unfolds ("**Electronic Reverse Auction**").

4.3 Before undertaking an Electronic Reverse Auction, the relevant Contracting Body will make an initial full evaluation of all tenders received in response to its Statement of Requirements. The Contracting Body will then invite to the Electronic Reverse Auction only those Framework Suppliers whose tenders that are admissible in accordance with the Regulations. The invitation shall be accompanied by the outcome of the full initial evaluation of the relevant tenders.

4.4 The Contracting Body will inform the Framework Suppliers of the specification for the Electronic Reverse Auction which shall include:

- 4.4.1 the information to be provided at auction, which must be expressed in figures or percentages of the specified quantifiable features;
- 4.4.2 the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
- 4.4.3 any limits on the values which may be submitted;
- 4.4.4 a description of any information which will be made available to Framework Suppliers in the course of the Electronic Reverse Auction, and when it will be made available to them;
- 4.4.5 the conditions under which Framework Suppliers will be able to bid and, in particular, the minimum differences which will, where appropriate, be required when bidding;
- 4.4.6 relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
- 4.4.7 subject to paragraph 4.5, the date and time of the start of the Electronic Reverse Auction; and
- 4.4.8 details of when and how the Electronic Reverse Auction will close.

4.5 The Electronic Reverse Auction may not start sooner than two (2) Working Days after the date on which the specification for the Electronic Reverse Auction has been issued.

4.6 Throughout each phase of the Electronic Reverse Auction the Contracting Body will communicate to all Framework Suppliers sufficient information to enable them to ascertain their relative ranking.

4.7 The Supplier acknowledges and agrees that:

- 4.7.1 the Contracting Body and its officers, servants, agents, group companies, assignees and customers (including CCS) do not guarantee that its access to the Electronic Reverse Auction will be uninterrupted or error-free;
- 4.7.2 its access to the Electronic Reverse Auction may occasionally be restricted to allow for repairs or maintenance; and
- 4.7.3 it will comply with all such rules that may be imposed by the Contracting Body in relation to the operation of the Electronic Reverse Auction.

4.8 The Contracting Body will close the Electronic Reverse Auction on the basis of:

- 4.8.1 a date and time fixed in advance;

- 4.8.2 when no new prices or values meeting the minimum differences required pursuant to paragraph 4.4.5 have been received within the prescribed elapsed time period; or
- 4.8.3 when all the phases have been completed.

5. NO AWARD

5.1 Notwithstanding the fact that the Contracting Body has followed a procedure as set out above in paragraph 2 or 3 (as applicable), the Contracting Body shall be entitled at all times to decline to make an award for its Services Requirements. Nothing in this Framework Agreement shall oblige any Contracting Body to award any Call Off Agreement.

6. RESPONSIBILITY FOR AWARDS

- 6.1 The Supplier acknowledges that each Contracting Body is independently responsible for the conduct of its award of Call Off Agreements under this Framework Agreement and that CCS is not responsible or accountable for and shall have no liability whatsoever in relation to:
- 6.1.1 the conduct of Other Contracting Bodies in relation to this Framework Agreement; or
- 6.1.2 the performance or non-performance of any Call Off Agreements between the Supplier and Other Contracting Bodies entered into pursuant to this Framework Agreement.

7. CALL OFF AWARD PROCEDURE

- 7.1 Subject to paragraphs 1 to 6 above, a Contracting Body may award a Call Off Agreement with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Contracting Body in accordance with paragraph 3.1.2 above) of the Template Order Form set out in Framework Schedule 4 (Template Order Form and Template Call Off Terms) or, in respect of commoditised Services ordered via the catalogue, completing and submitting the Order via the Electronic Catalogue. The Parties agree that any document or communication (including any document or communication in the apparent form of a Call Off Agreement) which is not as described in this paragraph 7 shall not constitute a Call Off Agreement under this Framework Agreement.
- 7.2 On receipt of an order form as described in paragraph 7.1 above from a Contracting Body the Supplier shall accept the Call Off Agreement by promptly signing and returning (including by electronic means) a copy of the order form to the Contracting Body concerned.
- 7.3 On receipt of the signed order form from the Supplier, the Contracting Body shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and a Call Off Agreement shall be formed.

FRAMEWORK SCHEDULE 6: FURTHER COMPETITION AWARD CRITERIA

1. GENERAL

- 1.1 This Framework Schedule 6 is designed to assist Contracting Bodies when drafting an invitation to tender for a Further Competition Procedure.
- 1.2 A Call Off Agreement shall be awarded on the basis of most economically advantageous tender ("MEAT") as determined by the relevant Contracting Body.
- 1.3 This Framework Schedule 6 includes details of the evaluation criteria and any weightings that will be applied to that criteria.

PART A: DIRECT AWARD

The following criteria and weightings shall be applied to the Framework Suppliers' commoditised Services as included within the Electronic Catalogue. The criteria are in no particular order of importance.

Criteria Number	Criteria	Percentage Weightings (or rank order of importance where applicable) - to be set by the Contracting Body conducting the direct award – examples below (which in total should add up to 100%):
1	Price	10-90%
2	Quality (including delivery time, period of completion, sales service, good value)	10–90%

PART B: FURTHER COMPETITION AWARD CRITERIA

The following criteria shall be applied to the Services set out in the Suppliers' compliant tenders submitted through the Further Competition Procedure. The criteria are in no particular order of importance.

Criteria Number	Criteria	Percentage Weightings (or rank order of importance where applicable) - to be set by the Contracting Body conducting the further competition - examples below (which in total should add up to 100%):
1	Quality (including delivery time, period of completion, sales service, good value (including where applicable the degree to which the Supplier satisfies the Contracting Body's Social Value requirements))	10-90%
2	Price	10-90%

FRAMEWORK SCHEDULE 7: KEY SUB-CONTRACTORS

1. In accordance with Clause 23.1 (Appointment of Key Sub-Contractors), the Supplier is entitled to sub-contract its obligations under this Framework Agreement and any Call Off Agreements entered into pursuant to this Framework Agreement, to the Key Sub-Contractors listed below.

[Guidance Note: the list of Key Sub-Contractors as approved by CCS should be inserted here]

FRAMEWORK SCHEDULE 8: FRAMEWORK MANAGEMENT

1. INTRODUCTION

1.1 The following definitions shall apply in addition to the definitions contained in the Framework Schedule 1 (Definitions):

"Supplier Framework Manager"	has the meaning given to it in paragraph 2.1.1 of this Framework Schedule 8
"Supplier Review Meetings"	has the meaning given to it in paragraph 2.2.1. of this Framework Schedule 8

1.2 The successful delivery of this Framework Agreement will rely on the ability of the Supplier and CCS in developing a strategic relationship immediately following the conclusion of this Framework Agreement with the Supplier and maintaining this relationship throughout the Framework Period.

1.3 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and CCS.

1.4 This Framework Schedule 8 outlines the general structures and management activities that the Parties shall follow during the Framework Period.

2. FRAMEWORK MANAGEMENT

2.1 Framework Management Structure:

2.1.1 The Supplier shall provide a suitably qualified nominated contact (the **"Supplier Framework Manager"**) who will take overall responsibility for delivering the Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.

2.1.2 The Supplier shall put in place a structure to manage the Framework in accordance with Framework Schedule 2 (Services and Key Performance Indicators).

2.1.3 A full governance structure for the Framework will be agreed between the Parties during the Framework Agreement implementation stage.

2.1.4 Following discussions between the Parties following the Framework Commencement Date, CCS shall produce and issue to the Supplier a draft Supplier Action Plan. The Supplier shall not unreasonably withhold its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.

2.1.5 The Supplier Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Supplier Action Plan shall be notified by CCS to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of CCS's notification.

2.2 Supplier Review Meetings

- 2.2.1 Regular performance review meetings will take place at CCS's premises throughout the Framework Period and thereafter until the Framework Expiry Date (**"Supplier Review Meetings"**).
- 2.2.2 The exact timings and frequencies of such Supplier Review Meetings will be determined by CCS following the conclusion of the Framework Agreement. It is anticipated that the frequency of the Supplier Review Meetings will be once every month or less. The Parties shall be flexible about the timings of these meetings.
- 2.2.3 The purpose of the Supplier Review Meetings will be to review the Supplier's performance under this Framework Agreement and, where applicable, the Supplier's adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by CCS and communicated to the Supplier in advance of that meeting.
- 2.2.4 The Supplier Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Supplier Framework Manager.

3. KEY PERFORMANCE INDICATORS

- 3.1 The KPIs applicable to this Framework Agreement are set out in Framework Schedule 2 (Services and Key Performance Indicators).
- 3.2 The Supplier shall establish processes to monitor its performance against the agreed KPIs. The Supplier shall at all times ensure compliance with the standards set by the KPIs.
- 3.3 CCS shall review progress against these KPIs to evaluate the effectiveness and efficiency of which the Supplier performs its obligations to fulfil this Framework Agreement.
- 3.4 The Supplier's achievement of KPIs shall be reviewed during the Supplier Review Meetings, in accordance with paragraph 2.2 above, and the review and ongoing monitoring of KPIs will form a key part of the framework management process as outlined in this Framework Schedule 8.
- 3.5 CCS reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between CCS and the Supplier.
- 3.6 CCS reserves the right to use and publish the performance of the Supplier against the KPIs without restriction.

4. EFFICIENCY TRACKING PERFORMANCE MEASURES

- 4.1 The Supplier shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Framework Agreement. This shall include but is not limited to:
 - 4.1.1 tracking reductions in product volumes and product costs, in order to demonstrate that Contracting Bodies are consuming less and buying more smartly;
 - 4.1.2 developing additional KPIs to ensure that the Framework Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 4.2 The list in paragraph 4.1 is not exhaustive and may be developed during the Framework Period.

- 4.3 The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Supplier. Such metrics shall be incorporated into the list of KPIs set out in Framework Schedule 2 (Services and Key Performance Indicators).
- 4.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Framework Schedule 8.

5. ESCALATION PROCEDURE

- 5.1 In the event that CCS and the Supplier are unable to agree the performance score for any KPI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Representative and the Supplier Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 5.2 In cases where CCS Representative and the Supplier Representative fail to reach a solution within a reasonable period of time, the matter shall be dealt with in accordance with the procedure set out in Clause 46 (Dispute Resolution).

FRAMEWORK SCHEDULE 9: MANAGEMENT INFORMATION

1. GENERAL REQUIREMENTS

- 1.1 The Supplier shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to CCS in accordance with the provisions of this Framework Schedule 9.
- 1.2 The Supplier shall also supply such Management Information as may be required by a Contracting Body in accordance with the terms of a Call Off Agreement.

2. MANAGEMENT INFORMATION AND FORMAT

- 2.1 The Supplier agrees to provide timely, full, accurate and complete MI Reports to CCS which incorporates the data, in the correct format, required by the MI Reporting Template. The initial MI Reporting Template is set out in the Annex to this Framework Schedule 9.
- 2.2 CCS may from time to time make changes to the MI Reporting Template including to the data required or format of the report and issue a replacement version of the MI Reporting Template to the Supplier. CCS shall give notice in writing of any such change to the MI Reporting Template and shall specify the date from which the replacement MI Reporting Template must be used for future MI Reports which date shall be at least thirty (30) calendar days following the date of the notice.
- 2.3 If the MI Reporting Template is amended by CCS at any time, then the Supplier agrees to provide all future MI Reports in accordance with the most recent MI Reporting Template issued by CCS.
- 2.4 CCS may provide the Supplier with supplemental guidance for completing the MI Reporting Template or submitting MI Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Supplier agrees to complete the Monthly MI Report in accordance with any such guidance.
- 2.5 The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.
- 2.6 CCS shall have the right from time to time (on reasonable written notice) to amend the nature of the Management Information which the Supplier is required to supply to CCS.

3. FREQUENCY AND COVERAGE

- 3.1 All MI Reports must be completed by the Supplier using the MI Reporting Template and returned to CCS on or prior to the Reporting Date every Month during the Framework Period and thereafter, until all transactions relating to Call Off Agreements have permanently ceased.
- 3.2 The MI Report should be used (among other things) to report Orders received and transactions occurring during the Month to which the MI Report relates, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once when the Order is received.
- 3.3 The Supplier must return the MI Report for each Month even where there are no transactions to report in the relevant Month (a "**Nil Return**").

3.4 The Supplier must inform CCS of any errors or corrections to the Management Information:

3.4.1 in the next MI Report due immediately following discovery of the error by the Supplier; or

3.4.2 as a result of CCS querying any data contained in an MI Report.

4. SUBMISSION OF THE MONTHLY MI REPORT

4.1 The completed MI Report shall be completed electronically and returned to CCS by uploading the electronic MI Report computer file to MISO in accordance with the instructions provided in MISO.

4.2 CCS reserves the right (acting reasonably) to specify that the MI Report be submitted by the Supplier using an alternative communication to that specified in paragraph 4.1 above such as email. The Supplier agrees to comply with any such instructions provided they do not materially increase the burden on the Supplier.

5. DEFECTIVE MANAGEMENT INFORMATION

5.1 The Supplier acknowledges that it is essential that CCS receives timely and accurate Management Information pursuant to this Framework Agreement because Management Information is used by CCS to inform strategic decision making and allows it to calculate the Management Charge.

5.2 Following an MI Failure CCS may issue reminders to the Supplier or require the Supplier to rectify defects in the MI Report provided to CCS. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

5.3 The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS (without prejudice to any other rights CCS may have). If CCS requests such a meeting the Supplier shall propose measures to ensure that the MI Failures are rectified and do not occur in the future. The Parties shall document these measures and continue to monitor the Supplier's performance.

Admin Fees

5.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fees and (subject to paragraph 5.5) in respect of any MI Failures as they arise in subsequent Months.

5.5 If, following activation of CCS's right to charge Admin Fee(s) in respect of MI Failures pursuant to paragraph 5.4, the Supplier submits the Monthly MI Report for two (2) consecutive Months and no MI Failure occurs then the right to charge the Admin Fee(s) shall lapse. For the avoidance of doubt CCS shall not be prevented from exercising such right again during the Framework Period if the conditions in paragraph 5.4 are met.

5.6 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 Management Information as required by this Framework Agreement.

5.7 CCS shall notify the Supplier if any Admin Fees arise pursuant to paragraph 5.4 above and shall be entitled to invoice the Supplier for such Admin Fees which shall be payable in accordance with Clause 20 (Management Charge) as a supplement to the Management Charge. Any exercise by CCS of its rights under this paragraph 5.7 shall be without prejudice to any other rights that may arise pursuant to the terms of this Framework Agreement.

6. DEFAULT MANAGEMENT CHARGE

6.1 If:

6.1.1 Two (2) MI Failures occur in any rolling six (6) Month period;

6.1.2 Two (2) consecutive MI Failures occur;

then an "**MI Default**" shall be deemed to have occurred.

6.2 If an MI Default occurs CCS shall (without prejudice to any other rights or remedies available to it under this Framework Agreement) be entitled to determine the level of Management Charge in accordance with paragraph 6.3, which the Supplier shall be required to pay to CCS ("**Default Management Charge**") and/or to terminate this Framework Agreement.

6.3 The Default Management Charge shall be calculated as the higher of:

6.3.1 the average Management Charge paid or payable by the Supplier to CCS based on any Management Information submitted in the six (6) Month period preceding the date on which the MI Default occurred or, if the MI Default occurred within less than six (6) Months from the commencement date of the first Call Off Agreement, in the whole period preceding the date on which the MI Default occurred; or

6.3.2 the sum of five hundred pounds (£500).

6.4 If an MI Default occurs, CCS shall be entitled to invoice the Supplier the Default Management Charge (less any Management Charge which the Supplier has already paid to CCS in accordance with Clause 20 for any Months in which the Default Management Charge is payable) calculated in accordance with paragraph 6.3 above:

6.4.1 in arrears for those Months in which an MI Failure occurred; and

6.4.2 on an ongoing Monthly basis,

until all and any MI Failures have been rectified to the reasonable satisfaction of CCS.

6.5 For the avoidance of doubt the Parties agree that:

6.5.1 the Default Management Charge shall be payable as though it was the Management Charge due in accordance with the provisions of Clause 20 of this Framework Agreement; and

6.5.2 any rights or remedies available to Authority under this Framework Agreement in respect of the payment of the Management Charge shall be available to CCS also in respect of the payment of the Default Management Charge.

6.6 If the Supplier provides sufficient Management Information to rectify any MI Failures to the satisfaction of CCS and the Management Information demonstrates that:

6.6.1 the Supplier has overpaid the Management Charges as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or

6.6.2 the Supplier has underpaid the Management Charges during the period when a Default Management Charge was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest pursuant to Clause 20 (Management Charge).

ANNEX 1: MI REPORTING TEMPLATE

[Guidance Note: Content should be considered indicative requirements until finalised at Framework award stage]



RM3804 MISO Data
Template 070317.xls

FRAMEWORK SCHEDULE 10: ANNUAL SELF AUDIT CERTIFICATE

[To be signed by Head of Internal Audit, Finance Director or company's external auditor]

[Guidance Note: Please seek guidance from the CCS audit team in relation to this point]

Dear Sirs

In accordance with the Framework Agreement entered into on [insert Framework Commencement Date dd/mm/yyyy] between [insert name of Supplier] and CCS, we confirm the following:

1. In our opinion based on the testing undertaken [name of Supplier] has in place suitable systems for identifying and recording the transactions taking place under the provisions of the above Framework Agreement.
2. We have tested the systems for identifying and reporting on framework activity and found them to be operating satisfactorily.
3. We have tested a sample of [insert number of sample transactions tested] Orders and related 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 the Framework Agreement.
4. We have also attached an Audit Report which provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action taken.

[Guidance Note: see Clause 18 (Records, Audit Access and Open Book Data) for details of what is required]

Name:.....

Signed:.....

Head of Internal Audit/ Finance Director/ External Audit firm (delete as applicable)

Date:.....

Professional Qualification held by Signatory:.....

Note to Suppliers: where CCS identifies independently that data accuracy supporting this certificate is flawed we will consider action on a case by case basis, and in some cases where the issues identified are clearly systemic we will consider whether this behaviour goes beyond poor commercial practice and will seek further guidance from the Government Legal Department.

FRAMEWORK SCHEDULE 11: MARKETING

1. INTRODUCTION

- 1.1 This Framework Schedule 11 describes the activities that the Supplier will carry out as part of its ongoing commitment to the marketing of the Services to Contracting Bodies.

2. MARKETING

- 2.1 Marketing contact details:

2.1.1 [NAME]

2.1.2 [ADDRESS]

2.1.3 [Telephone and email]

3. CCS PUBLICATIONS

- 3.1 CCS will periodically update and revise marketing materials. The Supplier shall supply current information for inclusion in such marketing materials when required by CCS.
- 3.2 Such information shall be provided in the form of a completed template, supplied by CCS together with the instruction for completion and the date for its return.
- 3.3 Failure to comply with the provisions of paragraphs 3.1 and 3.2 may result in the Supplier's exclusion from the use of such marketing materials.

4. SUPPLIER PUBLICATIONS

- 4.1 Any marketing materials in relation to this Framework Agreement that the Supplier produces must comply in all respects with the Branding Guidance. The Supplier will periodically update and revise such marketing materials.
- 4.2 The Supplier shall be responsible for keeping under review the content of any information which appears on the Supplier's website and which relates to this Framework Agreement and ensuring that such information is kept up to date at all times.

FRAMEWORK SCHEDULE 12: CONTINUOUS IMPROVEMENT AND BENCHMARKING

1. DEFINITIONS

1.1 In this Framework Schedule 12, the following expressions shall have the following meanings:

"Benchmarked Rates"	means the Framework Prices for the Benchmark Services
"Benchmark Review"	means a review of the Services carried out in accordance with this Framework Schedule 12 to determine whether those Services represent Good Value
"Benchmarked Services"	means any Services included within the scope of a Benchmark Review pursuant to this Framework Schedule 12
"Comparable Rates"	means rates payable by the Comparison Group for Comparable Services that can be fairly compared with the Framework Prices
"Comparable Supply"	means the supply of Services to another customer of the Supplier that are the same or similar to the Services
"Comparable Services"	means Services that are identical or materially similar to the Benchmark Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Services exist in the market, the Supplier shall propose an approach for developing a comparable Services benchmark
"Comparison Group"	means a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations
"Equivalent Data"	means data derived from an analysis of the Comparable Rates and/or the Comparable Services (as applicable) provided by the Comparison Group
"Good Value"	means that the Benchmark Rates are within the Upper Quartile
"Upper Quartile"	means, in respect of Benchmark Rates, that based on an analysis of Equivalent Data, the Benchmark Rates, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money for the recipients of Comparable Services

2. BACKGROUND

2.1 The Supplier acknowledges that CCS wishes to ensure that the Services, represent value for money to the taxpayer throughout the Framework Period.

2.2 This Framework Schedule 12 (Continuous Improvement and Benchmarking) sets out the following processes to ensure this Framework Agreement represents value for money throughout the Framework Period and subsequently while any Call Off Agreements remain in force:

2.2.1 Benchmarking;

2.2.2 Continuous Improvement;

3. BENCHMARKING

3.1 Frequency Purpose and Scope of Benchmark Review

3.1.1 The Supplier shall carry out Benchmark Reviews of the Services when so requested by CCS.

3.1.2 CCS shall not be entitled to request a Benchmark Review during the first twelve (12) Months period from the Framework Commencement Date nor at intervals of less than twelve (12) Months after any previous Benchmark Review.

3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Services are, individually and/or as a whole, Good Value.

3.1.4 The Services that are to be the Benchmarked Services will be identified by CCS in writing.

3.2 Benchmarking Process

3.2.1 The Supplier shall produce and send to CCS for Approval, a draft plan for the Benchmark Review.

3.2.2 The plan must include:

(a) a proposed timetable for the Benchmark Review;

(b) a description of the benchmarking methodology to be used;

(c) a description that demonstrates objectively and transparently that the benchmarking methodology to be used is capable of fulfilling the benchmarking purpose; and

(d) a description of how the Supplier will scope and identify the Comparison Group.

3.2.3 CCS must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan. CCS may not unreasonably withhold or delay its Approval of the draft plan and any suggested amendments must be reasonable.

3.2.4 Where CCS suggests amendments to the draft plan under paragraph 3.2.3, the Supplier must produce an amended draft plan. Paragraph 3.2.2 shall apply to any amended draft plan.

3.2.5 Once it has received the Approval of the draft plan, the Supplier shall:

(a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable

Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

- (i) market intelligence;
 - (ii) the Supplier's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data to calculate the Upper Quartile;
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the Supplier may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report:

- 3.3.1 For the purposes of this Framework Schedule 12 "**Benchmarking Report**" shall mean the report produced by the Supplier following the Benchmark Review and as further described in this Framework Schedule 12;
- 3.3.2 The Supplier shall prepare a Benchmarking Report and deliver it to CCS, at the time specified in the plan Approved pursuant to paragraph 3.2.3 of this Schedule 12, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Services as a whole are, Good Value;
 - (b) if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Services as a whole Good Value; and
 - (c) include sufficient detail and transparency so that CCS can interpret and understand how the Supplier has calculated whether or not the Benchmarked Services are, individually or as a whole, Good Value.

- 3.3.3 The Parties agree that any changes required to this Framework Agreement identified in the Benchmarking Report may be implemented at the direction of CCS in accordance with Clause 19.1 (Variation Procedure).
- 3.3.4 CCS shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Bodies.

4. CONTINUOUS IMPROVEMENT PROCESS

- 4.1 The Supplier shall adopt a policy of continuous improvement in relation to the Services pursuant to which it will regularly review with CCS the Services and the manner in which it is providing the Services with a view to reducing CCS's costs, the costs of Contracting Bodies (including the Framework Prices) and/or improving the quality and efficiency of the Services. The Supplier and CCS will provide to each other any information which may be relevant to assisting the objectives of continuous improvement and in particular reducing costs.
- 4.2 Without limiting paragraph 4.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges produced by the Supplier pursuant to this Schedule 12 under all Call Off Agreements and reducing the Framework Prices (without adversely affecting the performance of the Framework Agreement or any Call Off Agreement) during that Contract Year ("**Continuous Improvement Plan**") for the Approval of CCS. The Continuous Improvement Plan shall include, as a minimum, proposals in respect of the following:
- 4.2.1 identifying the emergence of new and evolving technologies which could improve the Services;
 - 4.2.2 identifying changes in behaviour at Contracting Bodies that result in a cost saving and a reduction in the Framework Prices;
 - 4.2.3 improving the way in which the Services are sold via the Framework Agreement that may result in reduced Framework Prices;
 - 4.2.4 identifying and implementing efficiencies in the Supplier's internal processes and administration that may lead to cost savings and reductions in the Framework Prices;
 - 4.2.5 identifying and implementing efficiencies in the way CCS and/or Contracting Bodies interact with the Supplier that may lead to cost savings and reductions in the Framework Prices;
 - 4.2.6 identifying and implementing efficiencies in the Supplier's supply chain that may lead to cost savings and reductions in the Framework Prices;
 - 4.2.7 baselining the quality of the Supplier's Services and its cost structure and demonstrating the efficacy of its Continuous Improvement Plan on each element during the Framework Period; and
 - 4.2.8 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains pertaining to the Services, and identifying opportunities to assist Contracting Bodies in meeting their sustainability objectives.
- 4.3 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to CCS for Approval within ninety (90) Working Days of the first Order or six (6) Months following the Framework Commencement Date, whichever is earlier.

- 4.4 CCS shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. Within ten (10) Working Days of receipt of CCS's notice of rejection and of the deficiencies of the proposed Continuous Improvement Plan, the Supplier shall submit to CCS a revised Continuous Improvement Plan reflecting the changes required. Once Approved by CCS, the programme shall constitute the Continuous Improvement Plan for the purposes of this Agreement.
- 4.5 Once the first Continuous Improvement Plan has been Approved in accordance with paragraph 4.4:
- 4.5.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 4.5.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between CCS and the Supplier) to review the Supplier's progress against the Continuous Improvement Plan.
- 4.6 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in paragraph 4.2.
- 4.7 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Framework Prices.
- 4.8 Should the Supplier's costs in providing the Services to Contracting Bodies be reduced as a result of any changes implemented by CCS and/or Contracting Bodies, all of the cost savings shall be passed on to Contracting Bodies by way of a consequential and immediate reduction in the Framework Prices for the Services.

FRAMEWORK SCHEDULE 13: GUARANTEE

[Guidance Note: this is a draft form of guarantee which can be used to procure either a Framework Guarantee or a Call Off Guarantee, and so it will need to be amended to reflect the Beneficiary's requirements. See Clause 8 of the Framework Agreement and Clause 4 of the Template Call Off Terms.]

[INSERT THE NAME OF THE GUARANTOR]

- AND -

[INSERT THE NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

BETWEEN:

- (1) [Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] [OR] [a company incorporated under the laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ("Guarantor"); in favour of
- (2) [The Authority] [Insert name of Contracting Body who is Party to the Guaranteed Agreement] whose principal office is at [] ("Beneficiary")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees with the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

"Authority"	has the meaning given to it in the Framework Agreement;
"Beneficiary"	means [CCS, in the case of a Framework Guarantee] [insert name of the Contracting Body with whom the Supplier enters into a Call Off Agreement] and "Beneficiaries" shall be construed accordingly;
"Call Off Agreement"	has the meaning given to it in the Framework Agreement;
"Framework Agreement"	means the Framework Agreement for the Services dated on or about the date hereof made between CCS and the Supplier;
"Guaranteed Agreement"	means the Call Off Agreement made between the Beneficiary and the Supplier on [insert date];
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement

together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;

"Services"

has the meaning given to it in the Framework Agreement;

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

- 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
- 2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.4 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

- 3.1 If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:
- 4.1.1 [Address of the Guarantor in England and Wales]
- 4.1.2 [Facsimile Number]
- 4.1.3 For the Attention of [insert details]
- or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

- 4.2.1 if delivered by hand, at the time of delivery; or
 - 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
 - 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
 - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
 - 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
 - 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the

Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

6. GUARANTOR INTENT

- 6.1 Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:
- 7.1.1 of subrogation and indemnity;
- 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
- 7.1.3 to prove in the liquidation or insolvency of the Supplier,
only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The

Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
 - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
 - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
 - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

(c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

- 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 9.1.5 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

- 11.1 The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

- 13.1 If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

- 14.1 A person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. GOVERNING LAW

- 15.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 15.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 15.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 15.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 15.5 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

[Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non English incorporated Guarantor]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by **[Insert/print names]**

Director

Director/Secretary

FRAMEWORK SCHEDULE 14: INSURANCE REQUIREMENTS

1. OBLIGATION TO MAINTAIN INSURANCES

- 1.1 Without prejudice to its obligations to CCS under this Framework Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 14 take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 (Required Insurances) and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Framework Commencement Date.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 1.4 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which CCS shall be indemnified in respect of claims made against CCS in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

2. GENERAL OBLIGATIONS

- 2.1 Without limiting the other provisions of this Framework Agreement, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. FAILURE TO INSURE

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

4. EVIDENCE OF POLICIES

- 4.1 The Supplier shall upon the Framework Commencement Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to CCS, that the Insurances are in force and effect and meet in full the requirements of this Framework Schedule 14. Receipt of such evidence by CCS shall not in itself constitute acceptance by CCS or relieve the Supplier of any of its liabilities and obligations under this Agreement.

5. AGGREGATE LIMIT OF INDEMNITY

5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

5.1.1 if a claim or claims which do not relate to this Framework Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to CCS:

(a) details of the policy concerned; and

(b) its proposed solution for maintaining the minimum limit of indemnity specified; and

5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Framework Agreement are paid by insurers, the Supplier shall:

(a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Framework Agreement; or

(b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to CCS full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6. CANCELLATION

6.1 The Supplier shall notify CCS in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7. INSURANCE CLAIMS

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Framework Agreement for which it may be entitled to claim under any of the Insurances. In the event that CCS receives a claim relating to or arising out of the Services or this Framework Agreement, the Supplier shall co-operate with CCS and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where CCS is the claimant party, the Supplier shall give CCS notice within twenty (20) Working Days after any insurance claim in excess of twenty thousand pounds (£20,000) relating to or arising out of the provision of the Services or this Framework Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by CCS) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from CCS any sum paid by way of excess

or deductible under the Insurances whether under the terms of this Framework Agreement or otherwise.

ANNEX 1: REQUIRED INSURANCES

PART A: THIRD PARTY PUBLIC LIABILITY INSURANCE

1. INSURED

1.1 The Supplier

2. INTEREST

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;

2.1.2 loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 14) and arising out of or in connection with the provision of the Services and in connection with this Framework Agreement.

3. LIMIT OF INDEMNITY

3.1 Not less than one million pounds (£1,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but one million pounds (£1,000,000) any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4. PERIOD OF INSURANCE

4.1 From the Framework Commencement Date for the Framework Period and renewable on an annual basis unless agreed otherwise by CCS in writing.

5. COVER FEATURES AND EXTENSIONS

5.1 Indemnity to principals clause.

6. PRINCIPAL EXCLUSIONS

6.1 War and related perils.

6.2 Nuclear and radioactive risks.

6.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

6.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

6.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

6.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. INSURED

1.1 The Supplier

2. INTEREST

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. LIMIT OF INDEMNITY

3.1 Not less than one million pounds (£1,000,000) in respect of any one claim and in the aggregate per annum.

4. PERIOD OF INSURANCE

4.1 From the date of this Framework Agreement and renewable on an annual basis unless agreed otherwise by CCS in writing (a) throughout the Framework Period or until earlier termination of this Framework Agreement and (b) for a period of 6 years thereafter.

5. COVER FEATURES AND EXTENSIONS

5.1 Retroactive cover to apply to any claims made policy wording in respect of this Framework Agreement or retroactive date to be no later than the Framework Commencement Date.

6. PRINCIPAL EXCLUSIONS

6.1 War and related perils

6.2 Nuclear and radioactive risks

PART C: UNITED KINGDOM COMPULSORY INSURANCES

1. GENERAL

- 1.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance (of £5,000,000 for the purposes of this Framework Agreement).

FRAMEWORK SCHEDULE 15: COMMERCIALLY SENSITIVE INFORMATION

1. INTRODUCTION

- 1.1 In this Framework Schedule 15 (Commercially Sensitive Information) the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Framework Schedule 15 applies.
- 1.3 Without prejudice to CCS's obligation to disclose Information in accordance with FOIA or Clause 25.4 (Freedom of Information), CCS will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

[Guidance note: Any information provided in this Framework Schedule should be information which would be exempt under the FOIA. If the information would not be exempt under FOIA CCS may publish it under Clause 25.3 (Transparency) of this Framework Agreement.]

[Guidance note: where any information listed in this Framework Schedule 15 is considered to be Management Information for the purposes of Clause 25.1 of the Framework Agreement and is provided by the Supplier to CCS, CCS may disclose the Management Information to other Contracting Authorities in accordance with Clause 25.1.2 of this Framework Agreement.]

FRAMEWORK SCHEDULE 16: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Framework Schedule 16, the following definitions shall apply:

"CEDR"	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in paragraph 6.2;
"Exception"	means a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Framework Agreement or in the supply of the Services;
"Expedited Dispute Timetable"	means the accelerated timetable for the resolution of disputes as set out in paragraph 2.6;
"Expert"	means the person appointed by the Parties in accordance with paragraph 5.2 of this Framework Schedule 16;
"Mediation Notice"	has the meaning given to it in paragraph 3.2; and
"Mediator"	means the independent third party appointed in accordance with paragraph 4.2 of this Framework Schedule 16.

2. INTRODUCTION

2.1 If a Dispute arises then:

- 2.1.1 the CCS Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
- 2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

- 2.2.1 the material particulars of the Dispute;
- 2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
- 2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6, the reason why.

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Framework Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure set out in this Framework Schedule 16.

2.4 Subject to paragraph 3.2, the Parties shall seek to resolve Disputes:

- 2.4.1 first by commercial negotiation (as prescribed in paragraph 3);
- 2.4.2 then by mediation (as prescribed in paragraph 4); and

- 2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6) or litigation (in accordance with Clause 47 (Governing Law and Jurisdiction)).

Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5) where specified under the provisions of this Framework Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 (Expert Determination).

- 2.5 In exceptional circumstances where the use of the times in this Framework Schedule 16 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of CCS.

- 2.6 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Framework Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Framework Schedule 16:

2.6.1 in paragraph 3.2.3, ten (10) Working Days;

2.6.2 in paragraph 4.2, ten (10) Working Days;

2.6.3 in paragraph 5.2, five (5) Working Days; and

2.6.4 in paragraph 6.2, ten (10) Working Days.

- 2.7 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3. COMMERCIAL NEGOTIATIONS

- 3.1 Following the service of a Dispute Notice, CCS and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between CCS's TECHNOLOGY SERVICES Framework Manager and the Supplier's TECHNOLOGY SERVICES Framework Manager, such discussions being commercial negotiations.

3.2 If:

- 3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or
- 3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3; or
- 3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a "**Mediation Notice**") in accordance with paragraph 4.

4. MEDIATION

- 4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Framework Agreement.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the procedure for variations under Clause 16.1 (Variation Procedure) where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. EXPERT DETERMINATION

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to an ICT technical, financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.
- 5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).
- 5.3 The Expert shall act on the following basis:
 - 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 5.3.2 the Expert's determination shall (in the absence of a material failure by either Party to follow the agreed procedures) be final and binding on the Parties;
 - 5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his/her appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
 - 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
 - 5.3.5 the process shall be conducted in private and shall be confidential; and
 - 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6. ARBITRATION

6.1 CCS may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on CCS of its intentions and CCS shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 or be subject to the jurisdiction of the courts in accordance with Clause 47 (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

6.3 If:

6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 shall apply;

6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 47 (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

6.3.3 CCS does not serve a Counter Notice within the fifteen (15) Working Day period referred to in paragraph 6.2, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 or commence court proceedings in the courts in accordance with Clause 47 (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3, the Parties hereby confirm that:

6.4.1 all disputes, issues or claims arising out of or in connection with this Framework Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") subject to paragraphs 6.4.5, 6.4.6 and 6.4.7;

6.4.2 the arbitration shall be administered by the LCIA;

6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Framework Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

6.4.5 the chair of the arbitral tribunal shall be British;

6.4.6 the arbitration proceedings shall take place in London and in the English language; and

6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

7.1.1 for interim or interlocutory remedies in relation to this Framework Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or

- 7.1.2 where compliance with paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

FRAMEWORK SCHEDULE 17: VARIATION FORM

Variation Form No:

.....

BETWEEN:

Crown Commercial Service ("CCS")

and

[Insert name of Supplier] ("the Supplier")

1. This Framework Agreement is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note: Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.
3. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of CCS

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

FRAMEWORK SCHEDULE 18: TENDER

1. GENERAL

- 1.1 This Framework Schedule 18 sets out a copy of the Supplier's Tender including the Supplier's responses to the whole award questionnaire.
- 1.2 Subject to Clauses 1.2.2 and 1.2.3, in addition to any other obligations on the Supplier under this Framework Agreement and any Call Off Agreement, the Supplier shall provide the Services to Contracting Bodies in accordance with the Tender. Refer to copy of full tender response in Supplier Framework Agreement zip file.

[Guidance Note: Include here a copy of the Supplier's Tender (or cross refer to where this is found), including the Supplier's responses to the whole award questionnaire of the ITT]

FRAMEWORK SCHEDULE 19: TRANSPARENCY REPORTS

1. GENERAL

- 1.1 Within three (3) months of the [Insert Framework Commencement Date or the date so specified by CCS] the Supplier shall submit to CCS for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in Annex 1 of this Schedule 19 below.
- 1.2 If the Authority rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for Approval by the Authority within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. If the Parties fail to agree on a draft Transparency Report the Authority shall determine what should be included.
- 1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Authority at the frequency referred to in Annex 1 of this Schedule 19 below.
- 1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
- 1.5 The requirements in this Schedule 19 are in addition to any other reporting requirements set out in this Framework Agreement.

ANNEX 1: LIST OF TRANSPARENCY REPORTS

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Charges]	[]	[]	[]
[Key Sub-Contractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

FRAMEWORK SCHEDULE 20: SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Description	Details
Subject matter of the processing	Management of Technology Services 2 Framework Agreement between the Authority and the Supplier
Duration of the processing	Up to 7 years after the expiry or termination of the Framework Agreement
Nature and purposes of the processing	To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including <ul style="list-style-type: none"> i. Ensuring effective communication between the Supplier and the Authority ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Clause 18 (Records, Audit Access & Open Book Data)
Type of Personal Data	Includes: <ul style="list-style-type: none"> i. Contact details of, and communications with, Authority staff concerned with management of the Framework Agreement ii. Contact details of, and communications with, Customer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement, iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement
Categories of Data Subject	Includes: <ul style="list-style-type: none"> i. Authority staff concerned with management of the Framework Agreement ii. Customer staff concerned with award and management of Call-Off Contracts

	<p>awarded under the Framework Agreement</p> <p>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement</p>
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All relevant data to be deleted 7 years after the expiry or termination of this Framework Agreement unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder