



Crown
Commercial
Service

Behavioural Insights Framework Agreement

Dated: **XX/XX/XXXX**

Framework Reference: RM6004

CROWN COMMERCIAL SERVICE

and

[SUPPLIER NAME]

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1. THE APPOINTMENT

Parties:	The Minister for the Cabinet Office, represented by the Crown Commercial Service, 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP (“ CCS ”)
	[XXX, ADDRESS, COMPANY REGISTRATION NUMBER] (the “ Supplier ”)
Appointment :	Subject to the terms of this Framework Agreement (RM6004), CCS appoints the Supplier, as a Supplier of behavioural insights services who can bid for Call-Off Contracts as outlined in Section 3 (How Services will be bought (Call-Off Process)).
Appointment begins at:	[Date] (the “ Appointment Date ”)
Appointment expires at:	[Date 4 years after the Appointment Date] (the “ Expiry Date ”)

- 1.1 On [Date], Crown Commercial Service (CCS) placed a contract notice [number] in the Official Journal of the European Union seeking expressions of interest from bidders of behavioural insights services to Customers under a framework arrangement.
- 1.2 On [Date] CCS issued the Invitation to Tender for the provision of behavioural insights services.
- 1.3 On the basis of the Supplier’s Tender, CCS selected the Supplier to provide Services to Customers from time to time in accordance with this Framework Agreement. The Supplier is one of a number of suppliers appointed to this Framework Agreement.
- 1.4 This Framework Agreement sets out:
 - 1.4.1 how Orders will be awarded,
 - 1.4.2 the main terms and conditions for any Call-Off Contract which Customers may agree under this Framework Agreement, and
 - 1.4.3 the obligations of the Parties during and after the Term of this Framework Agreement
- 1.5 The Parties agree there is no obligation for any Customer to place any Orders under this Framework Agreement during the Term.
- 1.6 By signing this Framework Agreement, the Supplier agrees to comply with all the terms of this Framework Agreement. In consideration of the Supplier performing its obligations under this Framework Agreement, CCS agrees to pay and the Supplier agrees to accept on the signing of this Framework

Agreement the sum of £1, receipt of which is hereby acknowledged by the Supplier.

Signed by, or on behalf of, the Supplier:

Signed by, or on behalf of, CCS:

Signature:

Signature:

Name:

Name:

Position:

Position:

Date:

Date:

2. SERVICES OFFERED

Services

2.1 Introduction and Background

2.1.1 The purpose of this Section 2 is to set out the scope of the Services that the Supplier is required to provide to CCS under this Framework Agreement and to provide a description of what the Services entail, together with any specific standards applicable to the Services.

2.1.2 The Supplier shall deliver innovative, best practice behavioural insights to achieve Government's goals.

2.1.3 The Supplier shall manage and deliver research projects, either by delivering services in-house or by Sub-Contracting.

2.2 Scope

2.2.1 The Supplier shall be required to deliver Services throughout the United Kingdom and international locations.

2.2.2 For each Call-Off under this Framework Agreement the Customer will define the Project Specification in accordance with the Call-Off Process, which is in Section 3 of this Framework Agreement.

2.2.3 The Supplier shall ensure all Sub-Contracting arrangements comply with Section 12 of this Framework Agreement.

2.3 Customers

2.3.1 This Framework Agreement covers requirements across a wide and diverse Customer base - the Supplier shall support the varied requirements and budgets of all Customers irrespective of size.

2.3.2 Customers of this Framework Agreement shall be based throughout the United Kingdom and may include international locations.

2.4 Mandatory Requirements

2.4.1 For each Call-Off Contract, the Customer will provide a Project Specification detailing what is needed from the Supplier and the

outcome to be achieved. The Supplier shall follow the Further Competition Procedure under Clause 3.10.

2.4.2 The Supplier shall offer coverage on a national, regional and local basis within the United Kingdom.

2.5 **Customer Project Specifications**

2.5.1 The Supplier shall adopt and accept a flexible approach to the management of the Project Specification and both electronic and paper based Project Specifications shall be accepted.

2.5.2 The Supplier shall only commence work on behavioural insights Project Specifications when both Parties have signed the relevant Letter of Appointment or SOW (as appropriate).

2.6 **Required Services**

2.6.1 Account Management: The Supplier shall provide comprehensive account management services to the Customer. The Supplier shall:

- a) allocate specific named account teams for all Project Specifications regardless of size
- b) provide each Customer with a Board Account Director (or equivalent level) Customer lead
- c) follow the Call-Off Process, in Section 3 (How Services will be bought (Call-Off Process)).
- d) have a clear and simple escalation process for the Customers and Sub-Contractors
- e) provide detailed, accurate and timely invoicing of all costs as outlined in Framework Schedule 3 (Charging Structure) of this Framework Agreement and any Call-Off Contract.

2.6.2 Reporting and analysis: The Supplier shall provide reporting and analysis on all aspects of the Services being provided to the Customer, including:

- a) provide Management Information detailing work carried out by the Supplier on the basis of the billable charged hours as outlined in Section 3 (How Services will be bought (Call-Off Process))
- b) related reporting as specified, to include measures on effectiveness and efficiency (these shall be outlined in each Project Specification)
- c) reporting to demonstrate progress and effectiveness (as defined by the Customer).

2.6.3 Not used.

2.6.4 The Supplier may be required to:

- a) work collaboratively on projects with other Customers and/or other Suppliers of this Framework Agreement, and
- b) manage multiple relationships with the Customer and Customer-related organisations at the Call-Off Contract level to ensure greater value and best results for the Customer.

2.7 **NOT USED**

2.8 Key Performance Indicators (KPIs)

- 2.8.1 The KPIs listed below are how CCS will monitor and manage the Supplier’s overall performance under this Framework Agreement.
- 2.8.2 CCS reserves the right to adjust, introduce new, or remove KPIs throughout the Term. However, any significant changes to KPIs shall be agreed between CCS and the Supplier in accordance with Section 11 (Variations to the Framework Agreement).
- 2.8.3 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement including Section 6 (Management Information and Management Charges) and shall meet the KPI Targets identified in the table below.
- 2.8.4 Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 9.2, if a Persistent Failure occurs, 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:
 - a) 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 an Improvement Plan. This Improvement Plan shall be subject to Approval and the Supplier will be required to implement any Approved Improvement Plan, as soon as reasonably practicable.
 - b) CCS shall be entitled to require the Supplier, and the Supplier agrees to attend, within a reasonable time 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.
 - c) 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.
- 2.8.5 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; 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.

Key Performance Indicator (KPI)	KPI Target	Measured by
1. Framework management		

1.1 Management Information (MI) returns: All MI returns to be returned to CCS by the 7th Working Day of each month	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the MISO system)
1.2 All undisputed invoices to be paid within 30 calendar days of issue	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS finance system known as the CODA system)
1.3 Supplier self-audit certificate sent 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 dates set out in the Audit Report	100%	Confirmation by CCS of completion 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	100%	Confirmation by CCS of the cost savings achieved by the dates identified in the Supplier Action Plan
3. Demand management services		
3.1 The Supplier to deliver against the Supplier Action Plan to derive further cost savings over the Framework Period continuous improvement and innovation	100%	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 Contracts to the satisfaction of Customers	80%	Confirmation by CCS of the Supplier's performance against customer satisfaction surveys

3. HOW SERVICES WILL BE BOUGHT (CALL-OFF PROCESS)

Overview

- 3.1 This Section sets out the Call-Off Process for all Customers and Suppliers to follow.
- 3.2 CCS reserves the right to change this Call-Off Process.

- 3.3 All Customers listed under the OJEU Contract Notice may award a Call-Off Contract under this Framework Agreement.
- 3.4 The Customer may appoint the supplier to act on their behalf, this includes completing this Call-Off Process.
- 3.5 CCS is not responsible for the actions of any Customer.

Customer reserves the right not to award

- 3.6 A Call-Off Process may be cancelled at any time. The Customer is not obliged to award any Call-Off Contract.
- 3.7 At any time during the Further Competition Procedure, the Customer may go back to any previous stage in the process and amend requirements.
- 3.8 The Supplier may ask clarification questions relating to the Customer's requirements. The Customer will specify how clarification questions can be asked and when the clarification period will close. Questions and responses will be anonymised and made available to all Framework Suppliers.

How services will be bought

- 3.9 The Customer shall award a Call-Off Contract in accordance with the Further Competition Procedure as set out in Clause 3.10 below.

3.10 Further Competition Procedure

3.10.1 **Develop a Project Specification.** The Customer shall develop a Project Specification detailing what is needed from the Supplier and the outcome that the Supplier shall be required to deliver. As a minimum the Project Specification must include:

- a) an outline of the business challenge/issue, including any known targets
- b) details of any mandatory requirements, or specialist services that should be included
- c) the evaluation method and criteria for assessing Framework Suppliers against the Project Specification, based on the Further Competition Award Criteria together with a timetable for the evaluation process
- d) a request for interested Framework Suppliers to respond
- e) a clarification period for Supplier to ask questions about the Project Specification. The time frame for this clarification period shall be outlined in the Project Specification.
- f) the Supplier's Proposal due date.

3.10.2 The Customer is advised but not mandated to include the below in the Project Specification:

- a) a budget range
- b) geographical location of work (if required)
- c) any security clearances needed
- d) any other information that the Customer considers necessary to enable Suppliers to submit a Proposal.

- 3.10.3 The Customer is encouraged to engage with Framework Suppliers before starting the below stages, including providing preliminary details of the requirement for Framework Supplier feedback.
- 3.10.4 The Customer shall undertake the required stage (Clause 3.10.4 Written Proposal) and may choose to undertake one or more of the optional stages set out below:
- 3.10.5 **Pre-Market Engagement (recommended but optional).** If a Customer chooses to undertake pre-market engagement the Customer:
- a) shall send the draft Project Specification to all Framework Suppliers asking for a response for the purposes of assisting with market engagement, as detailed within the Project Specification
 - b) may hold a market engagement event where they shall invite all Framework Suppliers, in person or online, to develop the Project Specification
 - c) may choose to update the Project Specification and re-issue the Project Specification to all Framework Suppliers
- 3.10.6 Where a Customer chooses to undertake pre-market engagement the Supplier may respond to the Customer. The response may include detail about any industry developments which could affect the Customer's business need.
- 3.10.7 **Supplier Shortlisting (recommended but optional).** If a Customer chooses to undertake Supplier Shortlisting the Customer:
- a) shall send the Project Specification to all Framework Suppliers.
 - b) shall send questions relating to the requirements set out in the Project Specification to Framework Suppliers which require a "Yes" or "No" response (the "Shortlisting Questions") and shall indicate the timeframe in which these must be completed.
 - c) shall only proceed with Framework Suppliers that have responded 'Yes' to all the Shortlisting Questions to the next stage of the process.
- 3.10.8 Where a Customer chooses to undertake Supplier Shortlisting the Supplier:
- a) shall respond to the Shortlisting Questions answering "Yes" or "No".
 - b) may be unable to proceed to the next Stage of process where they have failed to answer the Shortlisting Questions or provided a "No" response.
- 3.10.9 **Written Proposal (Required).** The Customer shall undertake the written Proposal stage for all Call-Off Contracts under this Framework Agreement. The Customer:
- a) shall send the Project Specification to all Framework Suppliers (or only those shortlisted Suppliers if the Customer has undertaken Supplier Shortlisting under clause 3.10.2)

- b) shall score the Supplier's Proposal against the evaluation method and scoring system outlined in the Project Specification.

3.10.10 During the undertaking of the written Proposal stage the Supplier:

- a) shall submit their written Proposal in line with the requirements in the Customer's Project Specification including timeframe and format.
- b) shall be required to demonstrate how they will deliver the Proposal, including whether the services will be delivered solely by their 'in-house' capability or whether they intend to Sub-Contract any element(s) of the Services delivering the Proposal. Where a Supplier declares that it intends to Sub-Contract any element(s) of the Services, the Supplier shall be required to clearly state in its response:
 - The name of the Sub-Contractor(s)
 - The Companies House Registration number of the Sub-Contractor(s)
 - The registered address of the Sub-Contractor(s) and the address of the premises from where the services will be delivered
 - Details of the services that will be Sub-Contracted
 - the estimated value of the work that will be Sub-Contracted

3.10.11 **Further Shortlisting (Recommended but Optional).** If a Customer chooses to undertake further shortlisting the Customer shall:

- a) set out in the Project Specification sent to all Framework Suppliers the evaluation method and scoring system to be used for Further Shortlisting
- b) conduct a quality assessment of the written Proposal in line with the shortlisting evaluation method and scoring system outlined in the Project Specification
- c) only proceed with those Framework Suppliers who have been successfully shortlisted in accordance with the evaluation method and scoring system outlined in the Project Specification.

3.10.12 Where a Customer chooses to undertake Further Shortlisting the Supplier shall address the shortlisting requirements in its written Proposal.

3.10.13 **Presentation (recommended).** If the Customer chooses to undertake a Proposal Presentation stage, the Customer shall:

- a) specify in the Project Specification that the written Proposal must be supported by a further submission in the form of:
 - a presentation;
 - a face to face pitch; or
 - such other submission as the Customer may specify,
- b) score the Supplier's further submission against the evaluation method and scoring system outlined in the Project Specification, and

- 3.10.14 If the Customer chooses to undertake a presentation stage, the Supplier shall provide the further submission in accordance with the requirements in the Customer's Project Specification.
- 3.10.15 The Customer shall ensure that the Further Competition Procedure used is proportionate to the complexity and value of the Customer's Project Specification.
- 3.10.16 The Customer shall award a Call-Off Contract to the successful Framework Supplier in accordance with the methodology set out in the Project Specification.
- 3.10.17 At all stages the Customer shall notify unsuccessful Framework Suppliers and may provide the Framework Suppliers with feedback.
- 3.10.18 A Supplier shall inform the Customer if at any stage it does not wish to participate in the Further Competition Procedure.

3.11 Further Competition Award Criteria

- 3.11.1 Not used.
- 3.11.2 The Customer will evaluate the Supplier's Proposal against the following criteria to determine which of the Framework Suppliers provides the most economically advantageous Proposal from the perspective of the Customer. For the avoidance of doubt the most economically advantageous Proposal will not necessarily be the lowest price solution:

Criteria	Percentage Weightings
Quality	60 - 95%
Price	5 - 40%
TOTAL	100%

- 3.11.3 Weightings and sub-weightings for the evaluation criteria will be set by the Customer and must add up to 100%.

4. FRAMEWORK ARRANGEMENT AND AWARD PROCEDURE

Term of Framework Agreement

- 4.1 This Framework Agreement will take effect on the Appointment Date and expire on the Expiry Date, unless it is terminated earlier in accordance with the terms of this Framework Agreement or by Law.

Scope of Framework Agreement

- 4.2 This Framework Agreement governs the relationship between CCS and the Supplier in respect of the provision of the Services by the Supplier to Customers.
- 4.3 The Framework Agreement allows CCS and each Customer to order the Services from the Supplier in accordance with the Call-Off Process.
- 4.4 The Supplier acknowledges that there is no obligation whatsoever on CCS or any Customer to invite or select the Supplier to provide any Services and/or to purchase any Services under this Framework Agreement.
- 4.5 No undertaking or any form of statement, promise, representation or obligation will be made or deemed to have been made by CCS or any Customer in respect of the total quantities or values of the Services to be ordered by them through this Framework Agreement. The Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation and that no volume guarantee has been given by CCS or any other Customer.

Supplier's appointment

- 4.6 CCS hereby appoints the Supplier as a potential provider of the Services to Customers during the Term. This means the Supplier is eligible to be considered for the award of Orders for the Services by Customers during the Term.
- 4.7 Where the Supplier comprises more than one entity acting as a consortium, each entity that is a member of the consortium shall be jointly and severally liable for performance of the Supplier's obligations under this Framework Agreement.

Non-exclusivity

- 4.8 The Supplier acknowledges that, notwithstanding the provisions of Clause 4.10, in entering into this Framework Agreement no form of exclusivity has been conferred on by CCS or any Customer in relation to the provision of the Services.
- 4.9 CCS and Customers 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.

How services will be ordered

- 4.10 If a Customer asks the Supplier to provide services which are the same as or similar to the Services, under the Framework Agreement, without following the Call-Off Process, the Supplier shall inform the Customer of the existence of this Framework and the process they must follow to place and Order via the Framework Agreement.

Renewing or re-tendering existing contracts

- 4.11 If a Supplier is already providing (or is contracted to provide) Services to a Customer, and the Customer wants to procure related services, the Supplier

is required to provide the Customer with all reasonable information and assistance to help with the procurement of those related services. This is the case whether or not the Supplier is able to compete for the related services. The Supplier shall provide the relevant Customer and any Supplier bidding for the related services with all reasonable information and assistance to:

- 4.11.1 carry out appropriate due diligence with respect to the provision of the related services
 - 4.11.2 effect a smooth transfer and/or inter-operation between the existing contract and related services
 - 4.11.3 enable the Customer to carry out a fair Further Competition Procedure for the related services, and
 - 4.11.4 enable the Customer and any Supplier bidding for the related services to make a proper risk assessment.
- 4.12 The Supplier shall respond consistently, fairly and without discrimination to requests for assistance from any Supplier bidding for the related services.

5. THE SUPPLIER'S OBLIGATIONS UNDER THE FRAMEWORK

Warranties, representations and undertakings

- 5.1 The Supplier warrants, represents and undertakes to CCS and to each Customer all of the following:
 - 5.1.1 it is validly incorporated and organised, and operates in accordance with the Laws of its place of incorporation
 - 5.1.2 it has full capacity, authority and all necessary consents to enter into and to perform its obligations under this Framework Agreement and each Call-Off Contract
 - 5.1.3 this Framework Agreement has been signed by a duly authorised representative of the Supplier
 - 5.1.4 in entering into this Framework Agreement and any Call-Off Contract it has not committed or agreed to commit any Fraud or Prohibited Act
 - 5.1.5 all information, statements, warranties and representations contained in the Tender and any other document which resulted in the award to the Supplier of a place on the Framework are true, accurate, and not misleading
 - 5.1.6 to the best of its knowledge, it is not facing any claim or going through any litigation, arbitration or administrative proceeding which will or might affect its ability to perform its obligations under this Framework Agreement and/or any Call-Off Contract
 - 5.1.7 it is not subject to any contractual obligation or Law which is likely to have an adverse effect on its ability to perform its obligations under this Framework Agreement and/or any Call-Off Contract
 - 5.1.8 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

- 5.1.9 it is not affected by an Insolvency Event and no insolvency proceedings or other steps have been taken or to the best of its knowledge, are threatened
- 5.1.10 in the 3 years prior to the date of this Framework Agreement (or, if the Supplier has been in existence for less than 3 years, the whole of its existence) it has:
 - a) conducted all financial accounting and reporting activities in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts and
 - b) not performed any act or made any omission with respect to its financial accounting or reporting which could have an adverse effect on the Supplier's ability to fulfil its obligations under this Framework Agreement or any Call-Off Contract.
- 5.2 The Supplier shall promptly notify CCS in writing:
 - 5.2.1 of any material detrimental change in the financial standing and/or credit rating of the Supplier
 - 5.2.3 if the Supplier undergoes a Change of Control, and
 - 5.3.4 provided this does not contravene any Law, of any circumstances suggesting that a Change of Control is planned.
- 5.3 The Supplier is understood to repeat these warranties, representations and undertakings each time it enters into a Call-Off Contract.
- 5.4 If at any time a Party becomes aware that a representation or warranty a Supplier has given under 5.1 has been breached, is untrue or is misleading, it shall immediately notify the other Party, and provide sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 5.5 The fact that any provision within this Framework Agreement is expressed as a warranty does not preclude CCS's right of termination if the Supplier breaches that provision.
- 5.6 The Supplier acknowledges and agrees that:
 - 5.6.1 the warranties, representations and undertakings contained in this Framework Agreement are material, and CCS has relied on those warranties, representations and undertakings when entering into this Framework Agreement, and
 - 5.6.2 any Customer entering into a Call-Off Contract is also relying on the warranties, representations and undertakings made by the Supplier in this Framework Agreement each time it enters into a Call-Off Contract.

Prevention of fraud and bribery

- 5.7 The Supplier shall ensure that no person acting on the Supplier's behalf commits any Prohibited Act in connection with this Framework Agreement.
- 5.8 If anyone acting on the Supplier's behalf does commit a Prohibited Act in connection with this Framework Agreement, CCS may terminate the Framework Agreement.

- 5.9 In such circumstances, the Supplier shall on demand compensate CCS in full from and against:
 - 5.9.1 the amount of value of any such gift, consideration or commission and
 - 5.9.2 any other Loss sustained by CCS in consequence of the Prohibited Act.
- 5.10 The Supplier shall:
 - 5.10.1 in relation to this Framework Agreement and each Call-Off Contract, act in accordance with the Ministry of Justice Guidance on section 9 of Bribery Act 2010
 - 5.10.2 immediately notify CCS if it suspects or becomes aware of any Prohibited Act, unless such notification is contrary to Law; and
 - 5.10.3 respond promptly to any enquiries from CCS regarding any breach, potential breach or suspected breach of Clause 5.7.
- 5.11 The Supplier shall co-operate with any investigation in connection with the breach (or potential/suspected breach), and allow CCS to audit the Supplier's books, records and any other relevant documentation in connection with the breach. (Any such audit is in addition to the audits permitted under Clause 7.4).
- 5.12 The Parties agree that the Management Charge payable does not constitute an offence under section 1 of the Bribery Act 2010.

Supplier conflicts of interest

- 5.13 The Supplier shall not be in a position where there is a conflict, or a potential conflict, between its interests (or the interests of any affiliated company) and the duties owed to CCS and any Customer under this Framework Agreement or any Call-Off Contract. Any breach of this Clause will be deemed to be a material Default.
- 5.14 A conflict of interest may occur where the Supplier or an affiliated company is bidding, or intends to bid, for the opportunity to deliver Services where the Supplier or an affiliated company has had involvement in the same or other related project that may give them an advantage. As soon as the Supplier recognises there is a risk of conflict, the Supplier shall:
 - 5.14.1 establish the necessary ethical wall arrangement(s) to eliminate it
 - 5.14.2 inform the Customer of the risk of conflict, and the arrangements the Supplier has made to eliminate it.
- 5.15 If a Supplier does not take these steps, CCS can immediately terminate this Framework Agreement, or instruct the Supplier to take such other steps as CCS deems necessary. Such action by CCS does not prejudice or affect any right of action or remedy which has accrued, or accrues thereafter.

Framework agreement performance

- 5.16 The Supplier shall perform all its obligations under this Framework Agreement and all Call-Off Contracts entered into with Customers:
 - 5.16.1 in accordance with the requirements of this Framework Agreement

- 5.16.2 in accordance with the terms and conditions of the respective Call-Off Contracts
- 5.16.3 in accordance with Good Industry Practice
- 5.16.4 with appropriately experienced, qualified and trained personnel with all due skill, care and diligence
- 5.16.5 in compliance with all applicable Laws, and
- 5.16.6 in compliance with all licences and authorisations.
- 5.17 If the Supplier identifies any conflict between any of the requirements above, it must inform CCS. The Supplier shall then comply with CCS's decision on the resolution of that conflict.

Non-discrimination

- 5.18 When performing its obligations under this Framework Agreement and any Call-Off Contract, the Supplier shall not unlawfully discriminate either directly or indirectly on grounds of race, gender, religion or religious belief, colour, ethnic or national origin, disability, sexual orientation, age or otherwise. The Supplier is responsible for ensuring that Supplier Staff adhere to this rule.

6. MANAGEMENT INFORMATION AND MANAGEMENT CHARGES

Management charge

- 6.1 The Supplier agrees to pay CCS the 1% Management Charge.
- 6.2 CCS will send the Supplier Monthly invoices that set out the Management Charge due, based on the MI the Supplier has provided.
- 6.3 Invoices will be adjusted to take into account:
 - 6.3.1 any Admin Fee(s) the Supplier owes because it provided MI late
 - 6.3.2 any under-payment or overpayment as a result of the application of the Default Management Charge.
- 6.4 Unless agreed otherwise in writing, the Supplier shall pay the amount stated in any invoice submitted under Clause 6.2 by BACS, within 30 calendar days of the date of issue of the invoice.
- 6.5 The Management Charge will apply to the full Charges as specified in each and every Order. It will not be varied as a result of any reduction in the Charges due to the application of any deductions made under any Call-Off Contract.
- 6.6 The Supplier may not pass through, recharge to, or otherwise recover from any Customer in addition to the Charges, the cost of the 1% of the Charges payable to CCS for the management of the Framework Agreement, set out in the first limb of the definition of Management Charge.
- 6.7 The Management Charge is exclusive of VAT. The Supplier is required to pay VAT on the Management Charge at the rate and in the manner prescribed by Law.
- 6.8 Interest will be payable on any late payments of the Management Charge in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6.9 Not used

Provision of management information

- 6.10 The Supplier shall provide accurate, timely and complete Management Information (MI) to CCS every Month on the Reporting Date during the Term and thereafter, until all transactions relating to Call-Off Contracts have permanently ceased.
- 6.11 This Section sets out what information is required and how it must be submitted.
- 6.12 The Supplier shall also provide such MI as may be required by a Customer in accordance with the terms of a Call-Off Contract.
- 6.13 MI will be provided by the Supplier with no charge to CCS.
- 6.14 The Supplier shall maintain appropriate systems, processes and records to ensure that it can deliver the MI required by CCS in accordance with this Section.
- 6.15 The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
- 6.15.1 use and to share with any Customer and/or Relevant Person, and/or
 - 6.15.2 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 the purposes of the normal operational activities of the Authority and each Customer, including administering this Framework Agreement and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.
- 6.16 CCS shall in its absolute and sole discretion determine whether any MI is exempt from disclosure in accordance with the provisions of the FOIA.

Management information and format

- 6.17 The Supplier shall provide CCS with accurate and complete MI Reports each Month using the MI Reporting Template. The MI Reporting Template is set out in Framework Schedule 5.
- 6.18 The MI Report should refer to Awards received and invoices 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 invoice should be included in October's MI Report rather than September's.
- 6.19 The Supplier shall provide CCS with an MI Report for each Month even where there are no Project Specifications, or invoices to report that Month. This is referred to as a "Nil Return".
- 6.20 In addition, CCS may request that the Supplier provides similar MI about any all other services supplied by the Supplier to Customers outside the Framework Agreement.

- 6.21 CCS may make changes to the MI Reporting Template, including to the data required or format of MI Reports. If it does, it will:
 - 6.21.1 issue a replacement version of the MI Reporting Template to the Supplier
 - 6.21.2 give notice in writing of any such change to the MI Reporting Template, and specify the date from which the replacement MI Reporting Template must be used. This will be at least 30 calendar days following the date of the notice.
- 6.22 The Supplier may not make any amendment to the current MI Reporting Template without Approval.
- 6.23 The Supplier shall always provide MI Reports using the most recent MI Reporting Template.
- 6.24 CCS may provide the Supplier with supplemental guidance for completing the MI Reporting Template. The Supplier agrees to complete each MI Reporting Template in accordance with any such guidance.

Submission of the monthly MI Report

- 6.25 The MI Reporting Template must be completed electronically and uploaded to Management Information System Online (MISO). All other MI required must be returned to CCS as CCS instructs.
- 6.26 CCS reserves the right to specify that all or any part of an MI Report be submitted by the Supplier using an alternative means of communication to that specified in Clause 6.25, such as email. The Supplier agrees to comply with any such instructions provided they do not materially increase the burden on the Supplier.

MI Failures and MI Defaults

- 6.27 The Supplier acknowledges that it is essential that CCS receives timely and accurate MI about this Framework Agreement, because this MI will be used by CSS and the Customers to inform strategic decision-making and will allow CCS to calculate the Management Charge.
- 6.28 The Supplier shall inform CCS of any errors or corrections to the Management Information, either:
 - 6.28.1 in the MI Report due on the Reporting Date immediately following discovery of the error by the Supplier; or
 - 6.28.2 as a result of CCS querying any data contained in an MI Report
- 6.29 Following an MI Failure, CCS may issue reminders to the Supplier or require the Supplier to rectify defects in the MI Report provided. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than 5 Working Days following receipt of any such reminder.

Meetings

- 6.30 The Supplier agrees to attend meetings with CCS, at CCS's request, to discuss the circumstances of any MI Failure(s) (without prejudice to any other rights CCS may have). At 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 will document these measures and continue to monitor the Supplier's performance.

Admin Fees

- 6.31 If, in any rolling six (6) Month period, 2 or more MI Failures occur, the Supplier acknowledges and agrees that CCS has the right to invoice the Supplier Admin Fees. This right extends (subject to Clause 6.32) in respect of any MI Failures that arise in subsequent Months.
- 6.32 Once CCS has the right to charge Admin Fee(s) in respect of MI Failures as set out in Clause 6.31, if the Supplier submits an MI Report for 2 consecutive Months and no MI Failure occurs, then the right to charge the Admin Fee(s) will lapse. However, if the conditions in Clause 6.31 are met in the future, CCS will again be able to exercise this right.
- 6.33 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.
- 6.34 CCS will notify the Supplier if any Admin Fees arise in respect of MI Failures and is then entitled to invoice the Supplier for such Admin Fees. These must be paid in accordance with Clauses 6.1 to 6.8 as a supplement to the Management Charge.
- 6.35 If an MI Default occurs, CCS shall (without prejudice to any other rights or remedies available to it) set a "Default Management Charge" calculated in accordance with Clause 6.36 which the Supplier shall pay, and/or CCS can decide to terminate this Framework Agreement.
- 6.36 The Default Management Charge will be the higher of:
- 6.36.1 the average Management Charge paid by the Supplier 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 Contract, in the whole period preceding the date on which the MI Default occurred; or
 - 6.36.2 £500.
- 6.37 If an MI Default occurs, CCS can invoice the Supplier the Default Management Charge (less any Management Charge which the Supplier has already paid to CCS for any Months in which the Default Management Charge is payable) in arrears for those Months in which an MI Failure occurred; and on an ongoing Monthly basis, until all and any MI Failures have been rectified to the reasonable satisfaction of CCS.
- 6.38 For the avoidance of doubt, the Parties agree that:
- 6.38.1 the Default Management Charge shall be payable as though it were the Management Charge due in accordance with the provisions of Clause 6.1 to 6.8, and
 - 6.38.2 any rights or remedies available to CCS under this Framework Agreement in respect of the payment of the Management Charge are also available to CCS in respect of the payment of the Default Management Charge.

- 6.39 If the Supplier provides sufficient MI to rectify any MI Failures to the satisfaction of CCS and the MI demonstrates that 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. If the MI demonstrates that 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 a balancing sum as a debt together with interest.

7. RECORD KEEPING, CONFIDENTIALITY AND TRANSPARENCY

Record keeping

- 7.1 The Supplier shall keep full and accurate records and accounts of the operation of this Framework Agreement for at least 7 Years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement or, if later, any Call-Off Contract. This includes records and accounts of all Services provided under it, all Call-Off Contracts entered into, any Services that have been sub-contracted out, and the amounts paid by each Customer.
- 7.2 The Supplier shall provide CCS with a completed Self-Audit Certificate, in the Form set out in Framework Schedule 6 (Annual Self-Audit Certificate), in respect of each Contract Year of this Framework Agreement. In completing the Self-Audit Certificate, the Supplier shall confirm that it has reviewed a representative sample of Orders to provide assurance that:
- 7.2.1 all Awards are clearly identified in the Supplier's order processing/ invoicing systems as Awards under the Framework
 - 7.2.2 where required, Awards are correctly reported in the MI returns
 - 7.2.3 all related invoices are completely and accurately included in the MI returns, and
 - 7.2.4 all Charges comply with Framework requirements on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable).
- 7.3 Self-Audit Certificates must be completed by a responsible senior member of the Supplier's management team or by the Supplier's external auditor. The signatory must be professionally qualified in a relevant financial discipline.
- 7.4 At CCS' request, the Supplier shall allow CCS, any relevant Customer, the National Audit Office and/or auditor appointed by the Audit Commission ("Auditors") and their respective representatives access to the records and accounts referred to in Clause 7.1 at the Supplier's premises. It will also provide copies of such records and accounts as required by any of these organisations, to allow them to carry out an inspection to:
- 7.4.1 verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Framework Agreement)
 - 7.4.2 verify the costs of the Supplier (including the costs of all sub-contractors and any third party suppliers)
 - 7.4.3 review any books of accounts kept by the Supplier in connection with the provision of the Services

- 7.4.4 verify the accuracy and completeness of the MI the Supplier has provided
 - 7.4.5 verify the Open Book Data
 - 7.4.6 ensure that the Supplier is complying with its obligations under this Framework Agreement and any Call-Off Contract
 - 7.4.7 identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security. In these circumstances CCS is not obliged to inform the Supplier of the purpose or objective of its investigations
 - 7.4.8 review the integrity, confidentiality and security of the CCS Personal Data held or used by the Supplier
 - 7.4.9 review the Supplier's compliance with Data Protection Legislation
 - 7.4.10 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
 - 7.4.11 carry out CCS's own internal and statutory audits and to prepare, examine and/or certify CCS' annual and interim reports and accounts
 - 7.4.12 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, and
 - 7.14.13 receive from the Supplier on request summaries of all central government public sector expenditure placed with the Supplier including through routes outside of the Framework. This is 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.
- 7.5 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) on request during the Term and for a period of seven Years after expiry of the Term or any Call-Off Contract, if later.
- 7.6 The Auditor will endeavour to ensure that the conduct of any Audit does not:
- 7.6.1 unreasonably disrupt the Supplier
 - 7.6.2 delay the provision of Services under any Call-Off Contract.
- 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.
- 7.7 The Supplier shall provide the Auditors with all reasonable co-operation and assistance, including by providing:
- 7.7.1 all information within the scope of the Audit requested by the Auditors

- 7.7.2 reasonable access to any sites controlled by the Supplier and to equipment used in the provision of the Services (and/or Ordered Services as appropriate), and
- 7.7.3 reasonable access to the Supplier Staff.
- 7.8 If an Audit reveals that the Supplier has underpaid an amount equal to or greater than 1% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this Framework Agreement and any Call-Off Contracts, the Supplier shall reimburse CCS its reasonable costs incurred in relation to the Audit.
- 7.9 If an Audit reveals:
 - 7.9.1 that the Supplier has underpaid an amount equal to or greater than 5% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this Framework Agreement and any Call-Off Contracts, or
 - 7.9.2 a material Default, or
 - 7.9.3 a Persistent Failure
 CCS may terminate this Framework Agreement. The Supplier shall also reimburse CCS its reasonable costs incurred in relation to the Audit.
- 7.10 The Parties agree that they will bear their own respective costs and expenses incurred during any Audit, save as specified in Clause 7.9.

Customer satisfaction monitoring

- 7.11 CCS may from time to time undertake (or procure the undertaking of) a “Customer Satisfaction Survey”, to assess the level of satisfaction among some or all Customers with the Services. This may include:
 - 7.11.1 the way in which the Ordered Services are provided, performed and delivered
 - 7.11.2 the quality, efficiency and effectiveness of the supply of the Ordered Services
 - 7.11.3 Supplier compliance with this Framework Agreement and any Call-Off Contracts, and
 - 7.11.4 any other assessment CCS deems appropriate for monitoring Customer satisfaction.
- 7.12 CCS and the Customers are entitled, but not obliged, to use the results of any Customer Satisfaction Survey to make decisions in relation to this Framework Agreement and any Call-Off Contracts.

Confidentiality

- 7.13 All Parties shall respect the Confidential Information of each other, by:
 - 7.13.1 treating it as confidential
 - 7.13.2 storing it securely
 - 7.13.3 not disclosing it, except as expressly set out in this Framework Agreement or without obtaining Approval

- 7.13.4 not using or exploiting it in any way except for the purposes anticipated under this Framework Agreement.
- 7.14 Confidential information shall include any information that is shared with the Supplier at any stage of the process as defined in Section 3 How Services will be bought.
- 7.15 The Supplier agrees to enter into any non-disclosure agreement required by a Customer as part of a Further Competition Procedure where the terms of such non-disclosure agreement are reasonable.
- 7.16 For the purposes of Clauses 7.16 to 7.25 below, a Party which receives or obtains, directly or indirectly, Confidential Information is a “Recipient”. A Party which discloses or makes available Confidential Information is a “Disclosing Party”.
- 7.17 If a Recipient suspects or becomes aware of any unauthorised access, copying, use or disclosure of Confidential Information, it must notify the Disclosing Party immediately.
- 7.18 A Recipient is entitled to disclose Confidential Information if:
- 7.18.1 it is required to do so by Law, (though Clauses 7.37 to 7.43 (Freedom of Information) applies to disclosures required under the FOIA or the EIRs
- 7.18.2 the need for such disclosure arises out of or in connection with:
- a) any legal challenge or potential legal challenge against CCS regarding this Framework Agreement
 - b) the examination and certification of CCS’s accounts (provided that the disclosure is made on a confidential basis) or for any examination under section 6(1) of the National Audit Act 1983, or
 - c) the conduct of a Central Government Body review in respect of this Framework Agreement;
- 7.18.3 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. Such disclosure can only be made to the Serious Fraud Office.
- 7.19 If the Recipient is required by Law to disclose Confidential Information, it should notify the Disclosing Party as soon as reasonably practicable and to the extent permitted by Law. It should advise the Disclosing Party what Law and/or regulatory body requires such disclosure and what Confidential Information it will be required to disclose.
- 7.20 Subject to Clauses 7.17 and 7.18, the Supplier may disclose CCS Confidential Information, on a confidential basis, to:
- 7.20.1 Supplier Staff 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
- 7.20.2 its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.

- 7.21 Where the Supplier discloses CCS Confidential Information in such circumstances, it remains responsible for ensuring the persons to whom disclosure has been made comply with the confidentiality obligations set out in this Framework Agreement.
- 7.22 CCS may disclose Supplier Confidential Information:
- 7.22.1 to any Central Government Body or other Customer, on the basis that the information may only be further disclosed to Central Government Bodies or other Customers
 - 7.22.2 to Parliament, including any Parliamentary committees, or if required by any British Parliamentary reporting requirement
 - 7.22.3 if it deems disclosure necessary or appropriate in the course of carrying out its public functions
 - 7.22.4 on a confidential basis to a professional adviser, consultant, Supplier or other person engaged by a Central Government Body or Customer, for any purpose relating to or connected with this Framework Agreement
 - 7.22.5 on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement, or
 - 7.22.6 to a proposed transferee, assignee or novatee of, or successor in title to CCS.
- 7.23 Any references to disclosure on a confidential basis mean disclosure subject to a confidentiality agreement, or arrangement containing terms no less stringent than those placed on CCS under Clause 7.14.
- 7.24 The Confidential Information that CCS may disclose under Clause 7.21 includes any information relating to Call-Off Contracts, 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 Contract). The terms of any Call-Off Contract under this Framework Agreement may be shared with any Central Government Body or Other Customer.
- 7.25 Nothing in this Clause 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, as long as this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.
- 7.26 If the Supplier does not comply with these rules on Confidentiality, CCS can terminate this Framework Agreement.
- 7.27 Following the introduction of the new Government Security Classifications (GSC) in 2014, the Supplier shall ensure they are acting in accordance with the Government Security Classifications (GSC) including the mark up all documents accordingly. The link below to the Gov.uk website provides information on the new GSC:
<https://www.gov.uk/government/publications/government-security-classifications>

Transparency

- 7.28 The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15.
- <https://www.gov.uk/government/publications/procurement-policy-note-1315-increasing-the-transparency-of-contract-information> and the Transparency Principles referred to therein.
- 7.29 CCS will determine whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. CCS may consult with the Supplier to inform its decision regarding any redactions but will have the final decision in its absolute discretion.
- 7.30 The Supplier hereby gives its consent for CCS to publish this Framework Agreement in its entirety (subject only to redaction of any information that CCS determines is exempt from disclosure in accordance with the provisions of FOIA). This includes any agreed changes to this Framework Agreement.
- 7.31 The Supplier acknowledges and agrees that publication of this Framework Agreement will include the publication of the name and contact details of the Supplier Representative (including its successors). Such details will not be redacted.
- 7.32 By signing this Framework Agreement, the Supplier confirms that it has obtained the Supplier Representative's consent and shall, prior to the appointment of any successor Supplier Representative obtain the successor's consent, permitting the publication of their name and contact details under this Clause 7.30 or otherwise, the Supplier shall take all necessary steps to ensure that publication will not cause CCS, a Customer or the Supplier to breach the Data Protection Act 1998.
- 7.33 The Supplier shall cooperate with CCS to enable publication of this Framework Agreement.

Official Secrets Act

- 7.34 The Supplier shall comply with, and ensure Supplier Staff comply with the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989.

Data Protection Act (DPA)

- 7.35 Under this Framework Agreement, for Data Protection purposes, the Parties agree that CCS is the Data Controller and the Supplier is the Data Processor in relation to CCS Personal Data. Both Parties will observe all the relevant obligations under the DPA which arise in connection with this Framework Agreement.
- 7.36 The Supplier shall:
- 7.35.1 Process the Personal Data only in accordance with instructions from CCS to perform its obligations under this Framework Agreement;

- 7.35.2 ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data;
- 7.35.3 not disclose or transfer the Personal Data to any third party or Supplier Staff unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of CCS (save where such disclosure or transfer is specifically authorised under this Framework Agreement);
- 7.35.4 take reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that the Supplier Staff:
 - a) are aware of and comply with the Supplier's duties under this Clause 7.34 and Clause 7.13 to 7.25 (Confidentiality);
 - b) 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 CCS or as otherwise permitted by this Framework Agreement; and
 - c) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
- 7.35.5 notify CCS within five (5) Working Days if it receives:
 - a) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request), a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to CCS's obligations under the DPA;
 - b) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - c) 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;
- 7.35.6 provide CCS with full cooperation and assistance (within the timescales reasonably required by CCS) in relation to any complaint, communication or request made (as referred to at Clause 7.34.5, including by promptly providing:
 - a) CCS with full details and copies of the complaint, communication or request;
 - b) where applicable, such assistance as is reasonably requested by CCS to enable CCS to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
 - c) on request by CCS, with any Personal Data it holds in relation to a Data Subject; and
- 7.35.7 if requested by CCS, provide a written description of the measures that the Supplier has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 7.34 and provide to CCS copies

of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals

- 7.37 The Supplier shall use its reasonable endeavours to assist CCS to comply with any obligations under the DPA and shall not perform its obligations under this Framework Agreement in such a way as to cause CCS to breach any of CCS' obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 7.38 The provisions of Clauses 7.33 to 7.35 apply indefinitely after the termination or expiry of this Framework Agreement.
- 7.39 The Supplier shall not allow any CCS Personal Data or to be processed, stored, accessed or otherwise transferred outside the European Economic Area without Approval or the prior written consent of CCS or the relevant Customer.
- 7.40 If CCS or the relevant Customer consents to such Processing, storing, accessing or transfer outside the European Economic Area, the Supplier shall comply with:
- 7.39.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in
 - 7.39.2 schedule 1 of the DPA CCS Personal Data, and
 - 7.39.3 any reasonable instructions given by CCS or the relevant Customer.
- 7.41 From 25th May 2018 a new legal framework General Protection Regulation (GDRP) will come into effect. The regulation is for the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 7.42 Both Parties shall from 25th May 2018 observe all the relevant obligations under GDRP. The government has confirmed that the UK's decision to leave the EU will not affect the commencement of the GDRP.
- 7.43 Further information on GDRP can be found this link: <https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/>

Freedom of Information Act (FOIA)

- 7.44 The Supplier acknowledges that CCS is subject to the requirements of the FOIA and the Environmental Information Regulations, and will assist and co-operate with CCS to enable CCS to comply with its Information disclosure obligations.
- 7.45 The Supplier shall, and will ensure its Sub-Contractors shall:
- 7.41.1 send all Requests for Information that it receives to CCS as soon as practicable, and within a maximum of 2 Working Days from receipt
 - 7.41.2 provide CCS with a copy of all Information that is relevant to a Request for Information and in its control, possession or power, in

the form that CCS requests within five Working Days of the request, and

- 7.41.3 provide all necessary assistance reasonably requested by CCS to enable it to respond to the Request for Information within the time allowed under section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 7.46 CCS will be responsible for determining in its absolute discretion and notwithstanding any other provision in this Framework Agreement or any other agreement whether Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 7.47 The Supplier shall not respond directly to a Request for Information without prior Approval.
- 7.48 The Supplier acknowledges that CCS may, acting in accordance with the Ministry of Justice Codes, be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Services without consulting the Supplier. However, CCS will take reasonable steps to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 7.49 The Supplier shall ensure that all Information is retained for disclosure in accordance with Clauses 7.1 to 7.10 (Records and Audit Access) and will permit CCS to inspect such records as requested.
- 7.50 The Supplier acknowledges that the Commercially Sensitive Information listed in Framework Schedule 6 (Commercially Sensitive Information) is of an indicative nature only and that CCS may be obliged to disclose it in accordance with Clause 7.41.

Cyber essentials scheme condition

- 7.51 The Supplier shall provide CCS with a valid Cyber Essentials Scheme Basic Certificate, as a condition for the award of this Framework Agreement.
- 7.52 In the event of winning work and prior to the execution of the Suppliers Call-Off Contract first Call-Off Contract the Supplier shall provide CCS with a valid Cyber Essentials Scheme Plus Certificate.
- 7.53 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Term or the contract period of any Call-Off Contract the Supplier shall deliver to CCS evidence of renewal of a valid Cyber Essentials Scheme Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Clause 7.46.
- 7.54 In the event that the Supplier fails to comply with Clauses 7.47 or 7.48, CCS reserves the right to terminate this Framework Agreement for material Default.

8. GENERAL GOVERNANCE

Publicity and marketing by CCS

- 8.1 CCS is entitled to publicise this Framework Agreement in accordance with any legal obligation upon it. This includes any examination of this Framework

Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

- 8.2 CCS may produce marketing materials to promote the Framework Agreement to Customers. To support this, CCS may require the Supplier to provide information. It will provide a template for the Supplier to complete, together with instructions for completion.
- 8.3 If the Supplier does not complete the template according to these instructions, CCS may exclude the Supplier from its marketing materials.

Publicity and marketing by Suppliers

- 8.4 If the Supplier wishes to publicise its participation in this Framework Agreement, it must obtain Approval from CCS. In particular, the Supplier shall obtain Approval before:
 - 8.4.1 making any press announcements regarding the Framework Agreement
 - 8.4.2 publicising its participation in the Framework Agreement via social media
 - 8.4.3 entering any competition or award scheme where a reference to piece of work completed under this Framework Agreement may form part of the Supplier's submission
 - 8.4.4 mentioning CCS or using the CCS brand in any promotion or marketing or announcement of Orders
- 8.5 Any marketing materials produced by the Supplier in relation to this Framework Agreement must comply in all respects with the CCS Branding Guidance.
- 8.6 CCS will not unreasonably withhold or delay its Approval.
- 8.7 The Supplier shall not do anything or cause anything to be done which may damage the reputation of CCS, or bring CCS into disrepute.
- 8.8 The Supplier shall at all times during the Term on written demand fully indemnify CCS against all losses arising out of any claim or infringement resulting from the Supplier's use of CCS or any other Crown logo.

Promoting tax compliance

- 8.9 Clauses 8.10 to 8.11 apply only if the Charges payable under this Framework Agreement are or are likely to exceed £5 million during the Term.
- 8.10 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
 - 8.10.1 notify CCS in writing within 5 Working Days of its occurrence, and
 - 8.10.2 promptly provide to CCS details of how the Supplier is addressing this, along with any mitigating factors the Supplier considers relevant and any other information in relation to the Occasion of Tax Non-Compliance that CCS reasonably requires
- 8.11 If the Supplier fails to comply with Clause 8.10, CSS may terminate this Framework Agreement for material Default.

Value for money

- 8.12 The Supplier acknowledges that CCS wishes to ensure that the Services represent value for money to the taxpayer throughout the Term.

Continuous improvement

- 8.13 The Supplier shall put in place and follow a policy of continuous improvement related to the Services, which aims to:
- 8.13.1 improve the quality and efficiency of the Services
 - 8.13.2 identify new methods and technologies which could improve the Services, and
 - 8.13.3 monitor quality and cost of the Services.
- 8.14 CCS reserves the right to view this policy and the record of implementation.

9. FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

Termination

- 9.1 To terminate the Framework Agreement for any reason, CCS must issue a Termination Notice to the Supplier, setting out the grounds for termination.

Termination for material Default

- 9.2 CCS may terminate this Framework Agreement for material Default at any time if:
- 9.2.1 A Customer terminates a Call-Off Contract for the Supplier's breach of that Call-Off Contract
 - 9.2.2 the Supplier is in breach of Clause 5.7 to 5.12 (Prevention of Fraud and Bribery)
 - 9.2.3 the Supplier is in breach of Clause 5.13 to 5.15 (Conflicts of Interest)
 - 9.2.4 an Audit reveals that the Supplier has underpaid Management Charges by an amount equal to or greater than 5% of the amount due in accordance with Clause 7.9 (Records and Audit Access)
 - 9.2.5 the Supplier fails to comply with Clauses 7.13 to 7.26 (Confidentiality) and/or a Customer terminates a Call-Off Contract for a breach by the Supplier of its confidentiality obligations under that Call-Off Contract
 - 9.2.6 the Supplier breaches Clause 7.33 (Official Secrets Acts)
 - 9.2.7 the Supplier is in breach of Clauses 7.47 to 7.50 (Cyber Essentials Scheme Condition)
 - 9.2.8 where the Parties fail to agree a variation in accordance with Clause 11.1 and 11.2 (Variations to the Framework)
 - 9.2.9 where the Supplier fails to comply with all applicable Law in connection with the performance of this Framework Agreement
 - 9.2.10 an MI Default occurs

- 9.2.11 a Persistent Failure occurs
- 9.2.12 the Supplier commits a material Default of any of the following Clauses:
 - a) Subject to the bullet point below that deals with Occasions of Tax Non-Compliance, Clause 5.1 (Warranties, Representations and Undertakings)
 - b) Clause 5.16 and 5.17 (Framework Agreement Performance)
 - c) Clause 6.1 to 6.9 (Management Charge)
 - d) Clause 6.10 to 6.16 (Provision of Management Information)
 - e) Clause 7.1 to 7.10 (Record Keeping)
 - f) Clause 7.34 to 7.39 (Data Protection Act)
 - g) Clause 7.40 to 7.46 (Freedom of Information)
 - h) Clause 8.9 to 8.11 (Promoting Tax Compliance)
- 9.2.13 the representation and warranty given by the Supplier in relation to Occasions of Tax Non-Compliance in Clause 5.1.8 is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which are acceptable to CCS
- 9.2.14 the Supplier commits any material Default which is not, in the reasonable opinion of CCS, capable of remedy, and/or
- 9.2.15 the Supplier commits a Default, including a material Default, which in the opinion of CCS is capable of remedy, but the Supplier has not remedied such Default to the satisfaction of CCS within 20 Working Days (or such other period as may be specified by CCS) from the date CCS sent a written notice of Default to the Supplier.
- 9.3 To terminate the Framework Agreement, CCS must issue a Termination Notice to the Supplier.

Termination in Relation to Guarantee

- 9.4 If CCS has required the Supplier to provide a Framework Guarantee under Section 13. (Guarantee), CCS may terminate the Framework Agreement if:
 - 9.4.1 the Framework Guarantor withdraws the Framework Guarantee
 - 9.4.2 the Framework Guarantor is in breach of, or is likely to breach the Framework Guarantee
 - 9.4.3 the Framework Guarantor experiences an Insolvency Event
 - 9.4.4 the Framework Guarantee becomes invalid or unenforceable for any reason whatsoever, or
 - 9.4.5 the Supplier fails to provide the required Guarantee documentation by the date CCS specified.
- 9.5 Termination can be avoided if the Framework Guarantee is replaced by an alternative guarantee agreement acceptable to CCS.
- 9.6 If a Customer has required the Supplier to provide a Call-Off Guarantee under Section 13 (Guarantee), the Customer may terminate this Framework Agreement by issuing a Termination Notice to the Supplier if:
 - 9.6.1 the Call-Off Guarantor withdraws the Call-Off Guarantee;

- 9.6.2 the Call-Off Guarantor is in breach of, or is likely to breach the Call-Off Guarantee
 - 9.6.3 the Call-Off Guarantor experiences an Insolvency Event
 - 9.6.4 the Call-Off Guarantee becomes invalid or unenforceable for any reason whatsoever
 - 9.6.5 the Supplier fails to provide the required Guarantee documentation by the date specified by the Customer.
- 9.7 Termination can be avoided if the Call-Off Guarantee is replaced by an alternative guarantee agreement acceptable to the Customer.

Termination for Financial Standing

- 9.8 CCS may terminate this Framework Agreement if in its opinion, there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which has, or could reasonably be expected to have, an adverse impact on the Supplier's ability to supply the Services under this Framework Agreement or any Call-Off Contract. Termination will be with effect from the date specified in the Termination Notice.

Termination on Insolvency

- 9.9 CCS may terminate this Framework Agreement with immediate effect if an Insolvency Event affecting the Supplier occurs.

Termination on Change of Control

- 9.10 CCS may terminate this Framework Agreement with immediate effect within 6 Months of it becoming aware that a Change of Control has occurred if it believes that such change is likely to have an adverse effect on the Supplier's ability to supply the Services.
- 9.11 CCS may not terminate this Framework Agreement on grounds of Change of Control where it granted Approval of the Change of Control before the Change of Control occurred.

Termination on Notice

- 9.12 CCS may terminate this Framework Agreement on any grounds by giving at least 3 Months' written notice to the Supplier of termination with effect from a date specified in such notice.

Termination for breach of Regulations

- 9.13 CCS may terminate this Framework Agreement on the occurrence of any of the statutory provisions contained in Regulation 73(1)(a) to (c) of the Public Contract Regulations 2015.

Termination for continuing Force Majeure Event

- 9.14 Either Party may, by written notice to the other, terminate this Framework Agreement if a Force Majeure Event endures for a continuous period of more than 90 Working Days.

Partial Termination

- 9.15 Wherever CCS is entitled to terminate this Framework Agreement for any of the reasons listed in 9.2 to 9.14 (inclusive), it may alternatively terminate the Framework Agreement in part only. This is only possible if the parts of this Framework Agreement not terminated can operate effectively without the terminated parts to deliver the intended purpose of this Framework Agreement.

Suspension of Supplier's appointment

- 9.16 If CCS believes that a material Default, Persistent Failure or Grave Misconduct has occurred, it may suspend the Framework Agreement with immediate effect.
- 9.17 CCS must do so in writing, and set out how long the suspension is for.
- 9.18 During any suspension period, the Supplier is not entitled to enter into any new Order.
- 9.19 However, suspension does not affect the Supplier's obligation to provide Services under any Call-Off Contracts that were established prior to the suspension notice.

Consequences of termination and expiry

- 9.20 Even if the Supplier has received 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.
- 9.21 In particular, termination or expiry of this Framework Agreement will not result in automatic termination of any Call-Off Contracts. The Supplier shall also continue to pay any Management Charges due to CCS in relation to such Call-Off Contracts, even if the Framework Agreement has been terminated.
- 9.22 If CCS terminates the Framework Agreement for material Default and then makes other arrangements for the provision of the Services, CCS is entitled to recover from the Supplier the reasonable additional costs incurred in procuring, implementing and operating any alternative Services. CCS will make no further payments to the Supplier until CCS has established and recovered the final cost of making those other arrangements
- 9.23 Within 10 Working Days of the date of termination or expiry of this Framework Agreement, the Supplier shall return to CCS any CCS Confidential Information in the Supplier's possession or control.
- 9.24 CCS is entitled to require access to data or information arising from the provision of the Services by the Supplier until the latest of 12 Months following termination or expiry of this Framework Agreement, or 3 Months following the date on which the Supplier ceases to provide Services under any Call-Off Contract.
- 9.25 Termination or expiry of this Framework Agreement does not affect any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

Severability

- 9.26 If any part of the Framework Agreement becomes invalid, illegal or unenforceable, it will be severed from the Framework Agreement and the remaining parts of the Framework Agreement or any Call-Off Contract will be unaffected.
- 9.27 If any fundamental part of this Framework Agreement becomes invalid, CCS and the Supplier may agree to remedy the invalidity. If the Parties are not able to do so within 20 working days of becoming aware of the invalidity, the Framework Agreement will be automatically terminated and each Party will be responsible for their own costs arising from the termination of the Framework Agreement.

What happens after termination?

- 9.28 The following Clauses and Framework Schedules, and all obligations placed on the Supplier through them, remain in force after termination or expiry of this Framework Agreement:
- 9.28.1 Section 2 (Services Offered)
 - 9.28.2 Section 3 (How Services will be bought)
 - 9.28.3 Clauses 4.2 to 4.5 (Scope of Framework Agreement)
 - 9.28.4 Clauses 5.1 to 5.6 (Warranties, Representations and Undertakings) and 5.7 to 5.12 (Prevention of Bribery and Corruption)
 - 9.28.5 Clauses 6.10 to 6.16 (Provision of Management Information) and 6.1 to 6.8 (Management Charge)
 - 9.28.6 Clauses 7.1 to 7.10 (Record Keeping), 7.13 to 7.26 (Confidentiality), 7.27 to 7.32 (Transparency), 7.32 (Official Secrets Acts), 7.34 to 7.39 (Data Protection Act) and 7.40 to 7.46 (Freedom of Information).
 - 9.28.7 Clauses 8.12 (Value for Money)
 - 9.28.8 Clause 9.28 (What happens after termination)
 - 9.28.9 Clauses 10.1 to 10.7 (Liability) and 10.8 to 10.15 (Insurance)
 - 9.28.10 Section 14 (Rights of Third Parties)
 - 9.28.11 Clauses 15.1 to 15.2 (Waiver and Cumulative Remedies) and 15.7 (Law and Jurisdiction) and;
 - 9.28.12 Schedules 3 (Charging Structure), 6 (Self Audit Certificate), 7 (Commercially Sensitive Information), 8 (Framework Management).

10. INSURANCE AND LIABILITY

Liability

- 10.1 Neither Party excludes or limits its liability for:
- 10.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors or
 - 10.1.2 bribery, fraud or fraudulent misrepresentation by it or its employees or
 - 10.1.3 any liability to the extent it cannot be excluded or limited by Law.

- 10.2 Subject to Clause 10.1 each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement as a result of Defaults or CCS Cause shall not exceed
- 10.2.1 If a Default or CCS Cause occurs within the first Contract Year, £100,000
- 10.2.2 If a Default or CCS Cause occurs in any subsequent Contract Year (following the end of the first Contract Year) that commences during the remainder of the Term, the higher of £100,000 in each Contract Year or a sum equal to 125% of the Management Charge payable by the Supplier in the previous Contract Year
- 10.2.3 If a Default or CCS Cause occurs after the end of the Term, in each twelve month period commencing on the anniversary of the Appointment Date after the end of the Term the higher of £100,000 or a sum equal to 125% of the Management Charge payable by the Supplier under this Framework Agreement in the last Contract Year that commenced during the Term.
- 10.3 There are no limits to the Supplier's liability in relation to the obligation to pay any Management Charges which are due and payable to CCS.
- 10.4 Subject to Clauses 10.1 and 10.5, neither Party will be liable to the other in any situation for any:
- 10.4.1 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect); and/or
- 10.4.2 any indirect, special or consequential loss or damage.
- 10.5 Subject to Clause 10.2, the Supplier shall be liable for the following types of direct loss, damage, cost or expense (without in any way, limiting other categories of loss, damage, cost or expense which may be recoverable by CCS), all of which are recoverable by CCS:
- 10.5.1 the additional operational and/or administrative costs and expenses arising from any material Default
- 10.5.2 any Management Charge or Default Management Charge which are due and payable to CCS
- 10.5.3 any wasted expenditure or charges
- 10.5.4 any compensation or interest paid to a third party by CCS
- 10.5.5 the additional cost of procuring, implementing and operating any alternative or replacement services to the Services, and
- 10.5.6 any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Laws.
- 10.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising under this Framework Agreement.
- 10.7 For the avoidance of doubt, the Parties acknowledge and agree that Clause 10.1 to 10.5 shall not limit the Supplier's liability to a Customer under any Call-Off Contract and the Supplier's liability under a Call-Off Contract shall be as provided for in that Call-Off Contract only.

Insurance

- 10.8 The Supplier shall hold and maintain the following insurances in relation to the performance of its obligations under this Framework Agreement and any Call-Off Agreement:
- 10.8.1 public liability insurance to cover all risks in the performance of this Framework Agreement and any Call-Off Contract, with a minimum limit of £1 million for each individual claim
 - 10.8.2 employers' liability insurance with a minimum limit of indemnity as required by Law
 - 10.8.3 professional indemnity insurance adequate to cover all risks in the performance of this Framework Agreement and any Call-Off Contract with a minimum limit of indemnity of £1 million for each individual claim.
- 10.9 Customers are entitled to require the Supplier to put in place a higher limit of indemnity and/or such other insurances as are relevant to their requirements under a Call-Off Contract. Such additional insurance requirements must be specified included in the relevant Project Specification.
- 10.10 The Insurances referred to in Clause 10.8 must be maintained with a reputable insurance company, on terms that are no less favourable to those generally available to a prudent Supplier in respect of risks insured in the international insurance market.
- 10.11 The Supplier is solely responsible for paying any excess or deductibles under the insurances referred to in Clause 10.8.
- 10.12 The terms of any insurance or the amount of cover do not relieve the Supplier of any liabilities arising under this Framework Agreement or any Call-Off Contract.
- 10.13 The Supplier shall provide CCS on request with copies of all insurance policies referred to in Clause 10.8 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 10.14 If the Supplier fails to maintain the insurances required by this Framework Agreement, then CCS may make alternative arrangements to protect its interests. It may recover the premium and other costs of such arrangements as a debt due from the Supplier.
- 10.15 The Supplier shall maintain the insurances referred to in Clause 10.8 in full effect from the Appointment Date until 6 Years after the expiration or earlier termination of this Framework Agreement (or such longer term as CCS requires). The Supplier shall use its reasonable endeavours to ensure that it does not by its acts or omissions cause any insurance policy to be invalidated or voided.

Force majeure

- 10.16 A "Force Majeure Event" means anything affecting either Party's performance of their obligations arising from any of the following:
- 10.16.1 acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected Party

- 10.16.2 riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare
- 10.16.3 fire, flood, any disaster and any failure or shortage of power or fuel
- 10.16.4 an industrial dispute affecting a third party for which a substitute third party is not reasonably available
- 10.17 The following do not constitute a Force Majeure Event:
 - 10.17.1 any industrial dispute relating to the Supplier, its staff, or any other failure in the Supplier's (or a subcontractor's) supply chain
 - 10.17.2 any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned.
- 10.18 If a Force Majeure Event continues for 60 Working Days, the Party not affected by the Force Majeure Event can suspend or terminate this Framework Agreement. They must do so in writing, and state the date from which the suspension or termination will come into effect.

11. VARIATIONS TO THIS FRAMEWORK AGREEMENT

- 11.1 Subject to Clause 11.3 and Framework Schedule 3 (Charging Structure), this Framework Agreement can only be varied if:
 - 11.1.1 CCS notifies the Supplier in writing that it wishes to vary the terms of this Framework Agreement and provides the Supplier with full written details of any such proposed change by completing, signing and sending the Variation Form as set out in Framework Schedule 11 (Variation Form), and
 - 11.1.2 the completed Variation Form is signed by the CCS Representative and the Supplier Representative.
- 11.2 If no variation agreement is reached within 30 Working Days of CCS notifying the Supplier that it wishes to vary the terms, CCS may give written notice to the Supplier that either:
 - 11.2.1 the Parties will continue to perform their obligations under this Framework Agreement without the variation, or
 - 11.2.2 the Framework Agreement will be terminated with immediate effect.

Legislative Change

- 11.3 The Supplier shall neither be relieved of its obligations under this Framework Agreement nor entitled to increase the Framework Prices and/or the Charges as the result of:
 - 11.3.1 a General Change in Law, or
 - 11.3.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Appointment Date.
- 11.4 If a Specific Change in Law occurs or will occur during the Term (other than those referred to in Clause 11.3.2), the Supplier shall notify CCS of the likely effects of that change, including whether any change is required to the

Services (or Ordered Services, as appropriate), the Framework Prices or this Framework Agreement.

- 11.5 As soon as practicable after any notification in accordance with Clause 11.4, the Parties will discuss and agree the matters referred to in that Clause and any ways in which the Supplier can mitigate the effect of the Specific Change of Law, and the Supplier shall:
- 11.5.1 provide evidence 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
 - 11.5.2 demonstrate that the Supplier had taken into account a foreseeable Specific Change in Law before it occurred, and/or
 - 11.5.3 give evidence about how the Specific Change in Law has affected the cost of providing the Services (or Ordered Services, as appropriate).
- 11.6 Any increase in the Framework Prices, or relief from the Supplier's obligations agreed by the Parties following discussions under 11.5, will be implemented by a written variation agreement signed by the CCS Representative and the Supplier's Representative. The variation agreement will only apply to Call-Off Contracts signed after the date of the increase.

12. TRANSFER AND SUB-CONTRACTING

Transfer

- 12.1 This Framework Agreement is between CCS and the Supplier only. The Supplier is not allowed to assign, novate or otherwise dispose of any rights and obligations under this Framework Agreement without the prior Approval of CCS.
- 12.2 CCS may:
- 12.2.1 assign, novate or otherwise dispose of its rights and obligations under this Framework Agreement to any other Customer or
 - 12.2.2 novate this Framework Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by CCS, provided that such assignment, novation or disposals shall not increase the burden of the Supplier's obligations under this Framework Agreement.
- 12.3 The Supplier shall enter into such agreement and/or deed as CCS reasonably requires to give effect to any such assignment, novation or disposal.

Sub-contracting

- 12.4 Notwithstanding the provisions of Clause 12.1, the Supplier is entitled to sub-contract its obligations to supply the Services. The Supplier shall ensure that terms are included in any Sub-Contract which require the Supplier to pay any undisputed sum due to the relevant Sub-Contractors within 30 calendar days of receiving the Sub-Contractor's invoice.

- 12.5 The Supplier shall put in place and maintain throughout the Term robust systems and procedures for the management of Sub-Contractors utilised by the Supplier in relation to the Framework Agreement. It is responsible for ensuring that the work carried out by such Sub-Contractor is delivered in the manner and to the standard required by this Framework Agreement and any Call-Off Contract. The Supplier's management systems must include effective monitoring of service delivery and price management.
- 12.6 The Supplier may not substitute or remove a Key Sub-Contractor or appoint an additional Key Sub-Contractor without the prior Approval of CCS. CCS will not unreasonably withhold or delay such Approval.
- 12.7 Even when using Sub-Contractors, the Supplier remains responsible for the provision of the Ordered Services at all times. The Supplier is also 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. Any obligation on the Supplier under this Framework Agreement applies equally to its Sub-Contractors.
- 12.8 CCS may require the Supplier to terminate a Sub-Contract if it considers that:
 - 12.8.1 the Sub-Contractor may prejudice the provision of the Services or may be acting contrary to the interests of CCS
 - 12.8.2 the Sub-Contractor is considered to be unreliable and/or has not provided reasonable services to its other customers, and/or
 - 12.8.3 the Sub-Contractor employs unfit persons.
- 12.9 CCS requires the Supplier to terminate a Sub-Contract under Clause 12.8, the Supplier remains responsible for maintaining the provision of the Services.

13. GUARANTEES

- 13.1 [Where CCS has notified the Supplier that [the award of this Framework Agreement is conditional upon receipt of] [prior to the execution of the first Call-Off Contract the Supplier shall provide] a valid Framework Guarantee, then the Supplier shall provide CCS with:
 - 13.1.1 an executed Framework Guarantee from a Framework Guarantor and
 - 13.1.2 a certified copy extract of the board minutes and/or resolution of the Framework Guarantor approving the execution of the Framework Guarantee].
- 13.2 This Guarantee must be provided before [the Framework Agreement] [any Call-Off Contract] can be formally awarded].
- 13.3 [Where a Customer has notified the Supplier that it will only award a Call-Off Contract if it receives a valid Call-Off Guarantee, then before the Call-Off Contract can be awarded, the Supplier shall provide the Customer with:
 - 13.3.1 an executed Call-Off Guarantee from a Call-Off Guarantor; and

- 13.3.2 a certified copy extract of the board minutes and/or resolution of the Call-Off Guarantor approving the execution of the Call-Off Guarantee].

14. RIGHTS OF THIRD PARTIES

- 14.1 The provisions of Section 3 (How Services will be bought (Call-Off Process)), Clause 5.1 to 5.6 (Warranties and Representations), Clause 7.11 to 7.12 (Customer Satisfaction Monitoring), Clause 7.13 to 7.26 (Confidentiality), Clause 9.28 (What happens after Termination), Clause 10.8 to 10.15 (Insurance) and Clause 9.26 to 9.27 (Severability) 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 Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 14.2 Subject to Clause 14.1, a person who is not Party to this Framework Agreement (a “Third Party”) has no right to enforce any term of this Framework Agreement under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 14.3 Each Customer may, with Approval, enforce as a Third Party Beneficiary:
- 14.3.1 any of the provisions specified in Clause 14.1 insofar as they are for the benefit of the Customer, and
- 14.3.2 any other term of this Framework Agreement which is for the benefit of the Customer.
- 14.4 CCS may act as agent and trustee for each Customer and:
- 14.4.1 enforce on behalf of that Customer any Clause or term that is referred to in Clause 14.1
- 14.4.2 and/or recover any loss, damage or liability suffered by that Customer in connection with a breach of any such Clause or term.
- 14.5 No consent of any Third Party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Framework Agreement or any one or more Clauses of it.

15. OTHER PROVISIONS

Waiver and cumulative remedies

- 15.1 The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 15.8 (Notices). Such notice must expressly state that a waiver is intended. A failure or a delay by a Party in exercising a right or remedy provided under this Framework Agreement or by Law does not constitute a waiver of that right or remedy, nor does it prevent or restrict the further exercise of that right or remedy.
- 15.2 The rights and remedies provided by this Framework Agreement are cumulative and, unless otherwise provided in this Framework Agreement, are not exclusive of any right or remedies provided at Law or in equity or otherwise under this Framework Agreement.

Relationship to the parties

- 15.3 Nothing in this Framework Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or otherwise to bind the other Party.

Further assurances

- 15.4 Each Party agrees that, at the other's request and (where necessary) cost, it will complete all relevant tasks and documentation needed to maintain this Framework Agreement.

Entire agreement

- 15.5 This Framework Agreement is the entire agreement between the Parties. In entering this Framework Agreement, each Party relies entirely on the undertakings made within it.

Framework agreement management

- 15.6 The Parties agree that this Framework Agreement shall be managed in accordance with Schedule 8 (Framework Management).

Law and jurisdiction

- 15.7 This Framework Agreement, any Call-Off Contract and any non-contractual obligations associated with these will be governed by the Laws of England and Wales and the Parties will adhere to the jurisdiction of the courts of England and Wales.

Notices

- 15.8 Notices may be served under this Framework Agreement in person, by post or by email. The table below sets out deemed time of delivery and proof of service for each.

Notice delivered	Deemed time of delivery	Proof of service
In person	At the time of delivery	Proof that delivery was made (e.g. a signature is obtained)
By first class post, special delivery or other recorded delivery	2 Working Days from the date of posting	Proof that the envelope was addressed and delivered into the custody of the postal authorities
Email	09:00 hours on the first Working Day after sending	Dispatched in an emailed pdf to the correct email address without any error message

15.9 The following addresses are to be used for delivering Notices:

Crown Commercial Service
9th Floor
The Capital
Old Hall Street
Liverpool
L3 9PP

For the attention of: Strategic Category Director, Marketing Communications
Category
Tel: [0345 410 2222]
Email: [x]

Supplier
Address: [xxx]
For the attention of: [xxxx]
Tel: [xxxx]
Fax: [xxxx]
Email: [xxxx]

15.10 Either Party may change its address for service by serving a notice on the other Party in writing.

15.11 For the avoidance of doubt, an email is accepted as being 'in writing'.

16. INTELLECTUAL PROPERTY RIGHT AND INDEMNITY

16.1 Other than as set out in this Framework Agreement or any Call-Off Contract, neither CCS, a Customer nor the Supplier shall acquire any right, title or interest in the other's Intellectual Property Rights (IPR).

16.2 Where either Party acquires by law, title to IPR that is inconsistent with the allocation of title set out in Clause 16.1, it shall assign in writing such IPR as it has acquired to the other party on request.

16.3 The Supplier shall ensure and procure that the availability, provision and use of the Services and the performance of the Supplier's obligations under this Agreement shall not infringe any IPR or any third party.

16.4 The Supplier warrants that it owns, or has obtained, valid licences for all IPR that are necessary to perform its obligations under this Framework Agreement and any Call-Off Contract, other than any IPR provided to it by the Customer. The Supplier shall maintain these licences in full during the Term of this Framework Agreement and the term of all Call-Off Contracts.

16.5 The Supplier shall not use CCS' name, logos or trademarks on any of its products or services without Approval.

16.6 During and after the Term of this Framework Agreement, the Supplier shall indemnify, and keep indemnified, CCS in full from and against all claims, demands and other losses and any other liabilities in respect of any infringement of any Intellectual Property Right related to its provision of Services.

17. COMPLAINTS HANDLING AND RESOLUTION

- 17.1 If either Party receives a Complaint from a Customer which it cannot resolve within 5 Working Days, it must notify the other Party. If the Supplier has received the complaint, it must provide in the notice full details of the Supplier's plans to resolve the Complaint.
- 17.2 The Supplier shall work to resolve the Complaint within 10 Working Days.
- 17.3 At the request of CCS or the Customer, the Supplier shall, within 2 working days, provide CCS or the Customer with full details of a Complaint, including details of steps taken to resolve it.

Dispute resolution

- 17.4 If any dispute arises between the Parties in connection with this Framework Agreement, they must try to settle it within 20 Working Days of either Party notifying the other of the dispute. This should include escalating the dispute to the CCS Representative and the Supplier Representative if necessary.
- 17.5 Nothing in this dispute resolution procedure will prevent the Parties from seeking an interim court order restraining the other Party from doing any act or compelling the other Party to do any act.
- 17.6 The obligations of the Parties under this Framework Agreement will not be suspended, cease or be delayed during a dispute.
- 17.7 If the dispute cannot be resolved by the Parties within 20 Working Days, they must refer it to mediation, unless CCS considers that the dispute is not suitable for resolution by mediation.
- 17.8 If a dispute is referred to mediation, the Parties must:
 - 17.8.1 appoint a neutral adviser or mediator (the "Mediator"). Ideally, Parties will agree on this appointment, but if they are unable to agree upon a Mediator within 10 Working Days of the proposal to appoint a mediator, or the chosen Mediator is unable or unwilling to act, either Party must apply to the Centre for Effective Dispute Resolution to appoint a Mediator
 - 17.8.2 meet with the Mediator within 10 Working Days of the appointment, to agree how negotiations will take place and relevant information will be exchanged.
- 17.9 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 17.10 If the Parties reach a resolution, a written agreement will be produced for both Parties to sign. Once signed, this agreement will be binding on both Parties.
- 17.11 If the Parties fail to reach a resolution, either Party may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion will be provided without prejudice and cannot be used in evidence in any proceedings relating to this Framework Agreement without the prior written consent of both Parties.
- 17.12 If the Parties fail to reach a resolution within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties,

then the dispute may be referred to arbitration, unless CCS considers that it is not suitable for resolution by arbitration.

- 17.13 If a dispute is referred to arbitration, the Parties must comply with the following provisions:
- 17.13.1 the arbitration will be governed by the provisions of the Arbitration Act 1996
 - 17.13.2 the London Court of International Arbitration (LCIA) procedural rules will apply, and are deemed to be incorporated into this Framework Agreement (although if there is any conflict between those rules and this Framework Agreement, this Framework Agreement will prevail)
 - 17.13.3 the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules)
 - 17.13.4 the tribunal shall consist of a sole arbitrator to be agreed by the Parties
 - 17.13.5 if the Parties fail to agree on the appointment of the arbitrator within 10 Working Days or, if the person appointed is unable or unwilling to act, LCIA will appoint an arbitrator, and
 - 17.13.6 the arbitration proceedings shall take place in London.

FRAMEWORK SCHEDULE 1: DEFINITIONS AND INTERPRETATION

1. DEFINED TERMS

1.1 In this Framework Agreement, the following expressions and defined terms have the following meanings:

Account Management	Management of the relationship The overarching management, both day to day and long term of every aspect of the project including, but not limited to, the working relationship between Supplier personnel and Customer personnel, management of the budget, deliverables under a Call-Off Contract, subcontractors and other Customer suppliers.
Admin Fees	The costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by CCS under the sub-heading "Submitting monthly management information" at the following link: https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know .
Appointment Date	The date set out in Section 1
Approval	The prior written consent of CCS.
Audit	An audit carried out under Clause 7.1 to 7.10 (Record Keeping, Confidentiality and Transparency).
Audit Report	A report summarising the testing completed and the actions arising following an Audit.
Board Account Director	A director who sits on the Supplier's Board of Directors who will take responsibility for managing the relationship between the Supplier, Customers and CCS.
Branding Guidance	The Supplier marketing toolkit which includes logos and guidance provided by CCS to the Supplier.
Call-Off Contract	The legally binding agreement (entered into following the provisions of this Framework Agreement) for the provision of Services made between a Customer and the Supplier which includes the Letter of Appointment, terms and conditions substantially in the form of the Call-Off Terms, any Statements of Work and any other documents expressly incorporated into that document in accordance with its terms.
Call-Off Guarantee	A deed of guarantee in favour of a Customer in the form set out in Framework Schedule 9 (Guarantee).
Call-Off Guarantor	The person who provides the Customer with the Call-Off Guarantee.

Call-Off Process	The Process for awarding a Call-Off Contract set out in Section 3 (How Services will be bought (Call-Off Process)).
Call-Off Terms	The terms and conditions in Part 2 of Framework Schedule 4 (Letter of Appointment and Call-Off Terms).
CCS Cause	Any breach of the Framework Agreement by CCS, for which CCS is liable to the Supplier. This includes, but is not limited to breach of a fundamental term, omission, misrepresentation, negligence or negligent statement in relation to this Framework Agreement.
CCS Confidential Information	All CCS Personal Data and any information however it is conveyed that relates to the business, affairs, developments, trade secrets, Know-How, IPR, personnel and suppliers of CCS and/or Customers that is designated as being confidential, or which ought reasonably be considered to be confidential (whether or not it is marked “confidential”).
CCS Personal Data	Any personal data supplied by CCS to the Supplier in connection with this Framework Agreement. “Personal data” has the same meaning as set out in the Data Protection Act 1998.
CCS Representative	The representative appointed by CCS in relation to this Framework Agreement.
Central Government Body	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: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Supplier.
Change in Law	Any change in Law which comes into force after the Appointment Date and impacts, or might impact, the supply of the Services and ability to meet the Call-Off Terms.
Change of Control	A change in the ownership or control of a Supplier, as defined in section 450 of the Corporation Tax Act 2010.
Charges	The charges payable to the Supplier by the Buyer under any Call-Off Contract in consideration of the full and proper performance by the Supplier of the Supplier’s obligations under the Call-Off Contract calculated in a manner that is consistent with the Charging Structure as set out in Framework Schedule 3 (Charging Structure).
Charging Structure	The way Charges are to be calculated for each Call-Off Contract. The structure is set out in Framework Schedule 3 (Charging Structure).

Customer	The bodies listed in the OJEU Notice who can make an Order and enter into a Call-Off Contract under this Framework Agreement.
Commercially Sensitive Information	Information listed in Framework Schedule 7 which: <ul style="list-style-type: none"> a) relates 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/or b) that constitutes a trade secret.
Comparable Supply	The supply of services to another customer of the Supplier that are the same or similar to the Services.
Complaint	A formal written complaint raised by a Customer in relation to the performance of this Framework Agreement or any Call-Off Contract. Complaints must be raised in accordance with Clauses 17.1 to 17.3 (Complaints Handling and Resolution).
Confidential Information	The CCS Confidential Information, any Customer's confidential information and/or the Supplier Confidential Information.
Contract Year	A consecutive 12 month period during the Term commencing on the Appointment Date or each anniversary thereof.
Control	As defined in sections 1124 and 450 of the Corporation Tax Act 2010.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or Suppliers from time to time carrying out functions on its behalf.
Cyber Essentials Scheme	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. 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	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	Sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme.

Cyber Essentials Scheme Plus Certificate	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 Controller	Has the same meaning as set out in the Data Protection Act 1998.
Data Processor	Has the same meaning as set out in the Data Protection Act 1998.
Data Protection Legislation or DPA	The Data Protection Act 1998 and all applicable laws and regulations relating to processing of personal data and privacy, including any related guidance and codes of practice issued by the Information Commissioner or relevant Government departments.
Data Subject	Has the same meaning as set out in the Data Protection Act 1998.
Data Subject Access Request	A request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data
Default	Any breach of the Framework Agreement by the Supplier, for which the Supplier is liable to CCS. This includes, but is not limited to, breach of a fundamental term, omission, misrepresentation, negligence or negligent statement in relation to this Framework Agreement or the subject matter of this Framework Agreement.
DOTAS	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 powers 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.
Environmental Information Regulations	The Environmental Information Regulations 2004 together with any related guidance and/or codes of practice issued by the Information Commissioner or relevant Government department.
FOIA	The Freedom of Information Act 2000 and any subordinate legislation made under that Act together with any related guidance and/or codes of practice issued by the Information Commissioner or relevant Government department.
Force Majeure Event	Defined in Clause 10.16.

Framework Suppliers	The Suppliers (including the Supplier) appointed by CCS to supply the Services on the same or similar terms to this Framework Agreement.
Framework Agreement	This agreement, including the Clauses, Framework Schedules and any annexes to them.
Framework Guarantee	A deed of guarantee in favour of CCS in the form set out in Framework Schedule 9 (Guarantee).
Framework Guarantor	The person, acceptable to CCS, who provides a Framework Guarantee.
Framework Price(s)	The price(s) applicable to the provision of the Services set out in Framework Schedule 3 (Charging Structure).
Fraud	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 in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown.
Further Competition Award Criteria	The award criteria set out in Clause 3.10.11 of Section 3. How Services will be bought (Call-Off Process).
Further Competition Procedure	The process for a Customer issuing a Project Specification and a Framework Supplier submitting a Proposal set out in Clause 3.10 of Section 3. How Services will be bought (Call-Off Process).
General Anti-Abuse Rule	The legislation in Part 5 of the Finance Act 2013, and any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.
General Change in Law	A Change in Law of a general nature. This includes changes to taxation or duties of any sort affecting the Supplier or which affect or relate to a Comparable Supply.
Good Industry Practice	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.
Grave Misconduct	An act of grave professional misconduct within Regulation 57(8)(c) of the Public Contracts Regulations 2015. This could mean: <ul style="list-style-type: none"> a) poor performance or serious or persistent breaches which have led to the early termination of a contract between the Crown or any Customer and the Supplier, or b) poor performance or a serious breach or breaches which are the subject of proceedings concerning a contract between the Crown or any Customer and the Supplier, or

	<ul style="list-style-type: none"> c) serious financial irregularities on the part of the Supplier (within any legal jurisdiction), or d) misconduct which would be regarded as serious by any Regulatory Body.
Improvement Notice	A notice issued by CCS to the Supplier detailing how the Supplier shall improve the provision of the Services.
Improvement Plan	A plan required by CCS from the Supplier which shall detail how the Supplier will improve the provision of the Services.
Information	Where used with a capital I, it has the meaning given under section 84 of the Freedom of Information Act 2000.
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 b) a winding-up resolution is considered or 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 is an individual or partnership, any event analogous to these listed in this definition occurs in relation to that individual or partnership; or i) any event analogous to these listed in this definition occurs under the law of any other jurisdiction.
Intellectual Property Rights or IPR	These mean:

	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), Know-How, trade secrets and moral rights and other similar rights or obligations</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction, and</p> <p>c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including the United Kingdom) and the right to sue for passing off.</p>
Invitation to Tender	The invitation to tender for this Framework Agreement issued by CCS on [Date].
Key Performance Indicators (KPIs)	The performance measurements set out in Section 2 (Services offered).
Key Sub-Contractor	Any Sub-Contractor which is listed in Framework Schedule 2 (Key Sub-Contractor) or, in the opinion of CCS, performs (or would perform is appointed) a critical role in the provision of all or any part of the Services.
Know-How	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 Supplier's or CCS's possession before the Appointment Date.
KPI Targets	The acceptable performance levels for each KPI set out in Section 2 Clause 2.8. (Services offered).
Law	Any Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
Letter of Appointment	A letter in, or substantially in, the form set out in Part 1 of Framework Schedule 4 (Letter of Appointment and Call-Off Terms) to be used by Customers to order Services.
Losses	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.

Management Charge	The sum payable by the Supplier to CCS on all Charges for the Services invoiced to Customers (net of VAT) in each Month throughout the Term and thereafter until the expiry or earlier termination of all Call-Off Contracts entered into pursuant to this Framework Agreement. The Management Charge will apply in the following way: <ul style="list-style-type: none"> a) All Charges for Services invoiced to Customers will be charged at 1%. This charge is in consideration of the management and administration of this Framework Agreement. The Supplier shall not pass this charge through to the Customer. CCS may increase this 1% element of the Management Charge after the first Contract Year.
Management Information	The management information specified in Framework Schedule 5 (MI Reporting Template).
MI Default	A Supplier is deemed to be in MI Default if five (5) working days after the second official reminder is received, an MI Return remains outstanding.
MI Failure	If any of the following occur, CCS can treat it as an “MI Failure”: <ul style="list-style-type: none"> a) there are material omissions or errors in the Supplier’s MI Report; b) the Supplier’s MI Report including any nil return is late.
MI Report	A monthly report from the Supplier to CCS containing Management Information, submitted in accordance with Section 6 (Management Information and management charges).
MI Reporting Template	The form of report set out Framework Schedule 5 (MI Reporting Template) setting out certain Management Information the Supplier is required to supply to CCS.
Ministry of Justice Codes	The Ministry of Justice Codes of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA issued under sections 45 and 46 of the FOIA as amended.
Ministry of Justice Guidance	Ministry of Justice Guidance in relation to section 9 of the Bribery Act 2010. It is available at http://www.justice.gov.uk/guidance/docs/bribery-act-2010-guidance.pdf .
MISO	'Management Information System Online', an online portal located at https://miso.ccs.cabinetoffice.gov.uk provided by CCS for collection and receipt of Management Information.

Month	An entire calendar month. "Monthly" shall be interpreted accordingly.
Occasion of Tax Non-Compliance	<p>This is where 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:</p> <ul style="list-style-type: none"> a) 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, or b) 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 Disclosure of Tax Avoidance Schemes (DOTAS) or any equivalent or similar regime in any jurisdiction; and/or c) 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 Appointment Date or to a civil penalty for fraud or evasion.
OJEU Notice	The advertisement for this procurement issued in the Official Journal of the European Union with the number [Number].
Open Book Data	<p>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 Term and term of any Call -Off Contracts, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> 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 Services; b) operating expenditure relating to the provision of the Services including an analysis showing: c) the unit costs and quantity any consumables and bought-in goods and services; d) 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; and

	e) a list of costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier profit margin.
Order	An order from a Customer to a Supplier for the provision of Services, placed in accordance with the Call-Off Process.
Party	Either CCS or the Supplier.
Persistent Failure	Any of: <ul style="list-style-type: none"> a) 2 or more failures by the Supplier to accept an Order within 2 Working Days of receipt in any rolling period of 12 Months (other than when the Supplier's failure to accept an Order is due to a conflict of interest), or b) 3 or more failures by the Supplier to provide Management Information by the Reporting Date in any rolling period of 12 Months, or c) 2 or more failures by the Supplier to meet the KPI Targets (whether the failures relate to the same or different KPI Targets) in relation to one or more Call-Off Contracts in any rolling period of 12 Months
Proceedings	Refers to both arbitration proceedings which have been commenced and court proceedings where a letter before action or a notice of claim has been issued.
Process/ Processing	This refers specifically to the processing of data under the Data Protection Act 1998. For the purposes of this Framework Agreement, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly.
Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by a Customer or CCS a financial or other advantage to: <ul style="list-style-type: none"> a) induce that person to perform improperly a relevant function or activity b) reward that person for improper performance of a relevant function or activity c) commit any offence:] <ul style="list-style-type: none"> • under the Bribery Act 2010 • under legislation creating offences concerning Fraud • at common Law concerning Fraud • committing or attempting or conspiring to commit Fraud.
Project Specification	The document issued by a Customer as part of the Call-Off Process containing the information set out in Clause 3.10.1 of Section 3 (How Services will be bought (Call-Off Process)).

Proposal	The proposal submitted by a Framework Supplier in response to a Project Specification.
Regulations	The Public Contracts Regulations 2015.
Regulatory Body	Government departments and other bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement.
Relevant Person	Any employee, agent, servant, or representative of CCS, any Customer or any other public body.
Relevant Tax Authority	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established.
Reporting Date	The date by which an MI Report must be submitted. This is the seventh working day of the Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties. Should the seventh fall on a weekend or public holiday the submission will be due the next working day.
Request for Information	A request for information relating to this Framework Agreement, any Call-Off Contract 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 Environmental Information Regulations.
Self-Audit Certificate	A certificate in the form set out in Framework Schedule 6 (Self-Audit Certificate) to be provided to CCS in accordance with Clause 7.2.
Service Levels	Any particular service levels detailed in Call-Off Contracts.
Services	The provision of services to provide a complete Behavioural Insight services to Customers as described in Section 2 (Services) which the Supplier can provide to Customers and may include products supplied in connections with or ancillary to the services described.
Services Requirements	The requirements of CCS or any Customer for the Services.
Shortlisting	The Suppliers ability to deselect themselves from the Call-Off process.
Specific Change in Law	A Change in Law that relates specifically to the business of CCS and/or Customers which would not affect a Comparable Supply.
Statement of Work	The document outlining the agreed body of works to be undertaken as part of the Call-Off Contract between the Customer and the Supplier.

Sub-Contract	Any contract or agreement or proposed agreement between the Supplier and a Sub-Contractor.
Sub-Contractor	Any person engaged by the Supplier to provide to the Supplier any part of the Services or any services necessary for the provision of the Services.
Supplier Action Plan	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 Confidential Information	Any information that the Supplier gives to CCS or to Customers that is designated as being confidential, or which ought to reasonably be considered to be confidential (whether or not it is marked “confidential”). This may include information, however it is conveyed, that relates to the Supplier’s business, affairs, developments, trade secrets, Know-How, personnel and suppliers including all IPRs.
Supplier Representative	The representative appointed by the Supplier in relation to this Framework Agreement.
Supplier Staff	All persons employed by the Supplier, together with the Supplier’s agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor’s servants, consultants, agents and suppliers) used in the performance of the Supplier’s obligations under this Framework Agreement or any Call-Off Contract.
Tender	The Invitation to Tender and the Supplier’s response to it.
Term	The duration of this Framework Agreement from the Appointment Date to the Expiry Date or earlier termination of this Framework Agreement.
Termination Notice	A written notice of termination given by one Party to the other, setting out the date on which it intends to terminate the Framework Agreement and why.
Transparency Principles	The principles set out at www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public detailing the requirement for the proactive release of contract information under the Government’s transparency commitment.
Transparency Reports	Information relating to the Services and performance of this Framework Agreement which the Supplier is required to provide to CCS in accordance with its reporting requirements under this Framework Agreement.
Working Day	Any day other than a Saturday, Sunday or public holiday in England and Wales.

2. INTERPRETATION

- 2.1 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:
- 2.1.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa
 - 2.1.2 words importing the masculine include the feminine and the neuter and vice versa
 - 2.1.3 the words 'include', 'includes' 'including' 'for example' and 'in particular' and words of similar effect will not limit the general effect of the words which precede them
 - 2.1.4 references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind
 - 2.1.5 references to any statute, regulation or other similar instrument will be construed as a reference to the statute, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted
 - 2.1.6 headings are included in this Framework Agreement for ease of reference only and will not affect the interpretation or construction of this Framework Agreement
 - 2.1.7 references in this Framework Agreement to any "Section", "Clause" or "Framework Schedule" without further designation will be construed as a reference to the clause or sub-clause or schedule to this Framework Agreement so numbered
 - 2.1.8 references in this Framework Agreement to any paragraph or sub-paragraph without further designation will be construed as a reference to the paragraph or sub-paragraph of the relevant framework schedule to this Framework Agreement so numbered
 - 2.1.9 reference to a Clause is a reference to the whole of that clause unless stated otherwise
- 2.2 If there is any conflict between the requirements of this Framework Agreement and the terms and conditions of any Call-Off Contract, the conflict shall be resolved in accordance with the following order of precedence:
- 2.2.1 this Framework Agreement
 - 2.2.2 the Letter of Appointment
 - 2.2.3 the Call-Off Terms and

2.2.4 any other document referred to in the Call-Off Contract (not including this Framework Agreement).

FRAMEWORK SCHEDULE 2: KEY SUB-CONTRACTORS

- 1.1 The following Sub-Contractors shall be deemed key Sub-Contractors for the purposes of this Framework Agreement.

Table of Sub-Contractors

[Table to be inserted from Tender]

FRAMEWORK SCHEDULE 3: CHARGING STRUCTURE

1. General provisions

- 1.1 The Framework Prices set out in this Framework Schedule 3 are the maximum that the Supplier may charge when fulfilling any Call-Off Contract.
- 1.2 The Supplier acknowledges and agrees that any Charges submitted in relation to a Further Competition Procedure will be equal to or lower than the Framework Prices.
- 1.3 The Framework Prices may be reviewed and adjusted if necessary in accordance with 8.12 (Value for Money).
- 1.4 The Framework Prices cannot be increased during the first 3 Contract Years.

2. Framework prices

- 2.1 The Framework Prices comprise the maximum daily rates for each category of the Supplier staff and (in each case exclusive of VAT) are as set out in Annex 1, Prices at the Call-Off stage can only be equal or less to the maximum daily rate. They cannot be increased above the maximum daily rate.
- 2.2 Daily rates are based on a Working Day consisting of 8 hours (excluding break).
- 2.3 Unless a Customer agrees otherwise under the terms of a specific Call-Off Contract, the Supplier cannot charge for any more than 8 working hours in one day.
- 2.4 All daily rates are inclusive of travel, subsistence, lodging and related expenses. Any additional charges shall be calculated as detailed in the Letter of Appointment and agreed with the Customer. The Supplier shall provide invoices detailing additional charges to the Customer.

3. Adjustment of Framework Prices

- 3.1 The Supplier may voluntarily reduce its Framework Prices at any time during the Term.
- 3.2 Apart from such voluntary reductions, the Framework Prices can only be varied:
 - 3.2.1 due to a Specific Change in Law in relation to which the Parties agrees that a change is required to all or part of the Framework Prices in accordance with Clause 11.5, or
 - 3.2.2 where a review of the Framework Prices is agreed by the Parties, in accordance with the provisions of paragraph 4 of this Framework Schedule 3.

4 Review of the Framework Prices

- 4.1 Subject to paragraph 4.2, the Framework Prices will remain fixed for 3 Years from the Appointment Date.
- 4.2 Promptly on the next Working Day following the third anniversary of the Appointment Date (the "**Review Date**"), the Supplier shall assess the level of the Framework Prices.

- 4.3 If the Supplier determines that some or all of the Framework Prices can be reduced, it will notify CCS in writing of the level of reduction and when it will come into effect.
- 4.4 If the Supplier determines that some or all of the Framework Prices need to be increased, the Supplier shall notify CCS in writing of its request to increase some or all of the Framework Prices. It must provide CCS with a list of the Framework Prices it wishes to vary together with written evidence of the justification for the requested increase. This should include:
 - 4.4.1 a breakdown of the profit and cost components that comprise the relevant rate
 - 4.4.2 details of the movement in the different identified cost components of the relevant rate
 - 4.4.3 reasons for the movement in the different identified cost components of the relevant rate
 - 4.4.4 evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components, and
 - 4.4.5 the date on which the Supplier wants the Variation to come into force
- 4.5. CCS may in its absolute discretion, grant or refuse the Supplier's request (in whole or in part).

5. Implementation of adjusted Framework Prices

- 5.1 Variations to the Framework Prices will take effect on a date determined by CCS.
- 5.2 Variations do not affect the Charges payable by a Customer under a Call-Off Contract which had already been agreed before the variation takes effect.
- 5.3 Any variation to the Charges payable under a Call-Off Contract must be agreed in writing between the Supplier and the relevant Customer and implemented in accordance with the provisions applicable to the Call-Off Contract.

6 E-commerce transactions with central government bodies

- 6.1 The Supplier accepts e-commerce as the preferred transacting model for all Government's purchasing transactions.

ANNEX 1: RATES AND PRICES

Suppliers should refer to the table below for the roles which would be considered under each of the categories.

CATEGORY	Maximum daily rate
A	£
B	£
C	£
D	£
Expert adviser	£

Staff Grade descriptions

Staff Grades	Description
Category A	Senior member of personnel, having assumed responsibilities in his/her profession through the performance of management and supervision roles. They must have at least 10 years professional experience of which at least 4 must be relevant to the sectors concerned and the type of tasks to be performed under the contract.
Category B	Certified member of personnel having received a high-level training in his/her profession and recruited for his/her appreciated skills as regards professional practice. He/she must have at least 5 years professional experience of which at least 2 must be relevant with the professional sectors concerned and the type of tasks to be performed under the contract.
Category C	Junior member of personnel such as a junior researcher. A newcomer to the profession but with training related to the professional sectors concerned and the type of tasks to be performed under the contract.
Category D	Administrative or general junior personnel (e.g. those involved in ensuring the logistics of the tasks are undertaken).

FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CALL-OFF TERMS

Part 1: Letter of Appointment

[Letterhead of Customer]

Dear Sirs

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM6004) between CCS and the Supplier dated [xxxx].

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Terms unless the context otherwise requires.

Order Number:	[]
From:	[] ("Customer")
To:	[] ("Supplier")

Effective Date:	[]
Expiry Date:	End date of Initial Period [] End date of Maximum Extension Period [] Minimum written notice to Supplier in respect of extension: []

Services required:	Set out in Section 2 (Services offered) of the Framework Agreement and refined by: <ul style="list-style-type: none"> · the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B; and [insert supplemental information if any]
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Key Individuals:	[]
[Guarantor(s)]	[]

Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):	[]
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Insurance Requirements	<p>[Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £[x] million for each individual claim]</p> <p>[Additional employers' liability insurance with a minimum limit of £[x] indemnity]</p> <p>[Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £[x]1 million for each individual claim.]</p> <p>[Product liability insurance cover all risks in the provision of Deliverables under the Call-Off Contract, with a minimum limit of £[x] million for each individual claim]</p>
Customer billing address for invoicing:	[]
Alternative and/or additional provisions:	[]

FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Call-Off Contract with the Customer to provide the Services in accordance with the terms of this letter and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Terms.

The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title:

Signature:

Date:

For and on behalf of the Customer:

Name and Title:

Signature:

Date:

ANNEX A

Customer Project Specification

To be used when framework is live

ANNEX B

Supplier Proposal

To be used when framework is live

Part 2: Call-Off Terms

To be used when framework is live

FRAMEWORK SCHEDULE 5: MI REPORTING TEMPLATE

1. Management information template completion guidance notes

1.1 Completion of your MI return: Suppliers may download a new template form Management Information system Online (MISO) each month to ensure they have the latest copy. If you have no data to submit please use the nil return function on MISO.

1.2 Template column headings: Each column has one of the following colour codes

1.2.1 Orange - mandatory field which must be populated. Failure to populate these fields will result in you being asked to resubmit your MI return

1.2.2 Blue - required field. Please populate as much as possible.

Each column heading contains comments which will provide you with details of what is required in the column. Please check this before you populate.

1.3 Acceptable values: Where applicable, acceptable values may be listed within the comments field attached to each column, provided in a drop-down box within the cell or the comments will refer you to a tab contained within the MI template. Please ensure you use these acceptable values, these are case sensitive and must be completed as shown. Any other values entered within these fields will cause validation errors when loading onto MISO.

1.4 Format of data: Please ensure data entries adhere to any formatting requirements specified in the cell comments. For example, all dates should be entered in DD/MM/YYYY format. Please do not enter values such as N/A, dashes or TBC in any cells unless instructed to do so by the cell comments. Please also avoid using speech marks (") in any cell.

1.5 Further guidance: If your MI returns fails to upload onto MISO please send a copy of your completed MI return and a screenshot of any error message to the below email address. Please contact the MISO support team using the contact details below if you require any assistance.

MISO mailbox: MI.collection@crowncommercial.gov.uk

1.6 URN & UNSPSC code identification guidance notes: Finding a customer URN code (Unique Customer Reference Number).

1.6.1 A downloadable list of all of the up to date URN numbers can be found here: <https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know>

1.6.2 If you cannot find a particular URN contact the Customer Service Desk using this link: info@crowncommercial.gov.uk

1.6.3 When requesting a URN to be set up, please supply the name, full address including post code, and a contact telephone number.

FRAMEWORK SCHEDULE 6: ANNUAL SELF-AUDIT CERTIFICATE

[letterhead of Supplier or Supplier’s external auditor]

Crown Commercial Service
9th Floor
The Capital
Old Hall Street
Liverpool L3

for itself and as agent for the Customers (as defined below)

Dear Sirs

We refer to the Behavioural Insights Framework Agreement RM6004 (the “**Framework Agreement**”) dated **xx.xx.xx** between the Minister for the Cabinet Office, acting through Crown Commercial Services (CCS) as CCS, and [NAME] as the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Framework Agreement unless the context otherwise requires

In line with Clause 6.2 of the Framework Agreement, we hereby confirm the following:

1. In our opinion the Supplier has in place suitable systems for identifying and recording the transactions taking place under the provisions of the 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:
 - such Orders are clearly identified in the Supplier’s order processing/invoicing systems as Orders under the Framework
 - where required, such Orders were completely and accurately included in the MI Reports
 - all invoices related to such Orders were completely and accurately included in the MI Reports
 - all Charges in relation to such Orders comply with the requirements of the Framework on maximum mark-ups, discounts, charge rates and fixed quotes (as applicable)

Yours faithfully

Name:.....

Signed:.....

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

Date:.....

FRAMEWORK SCHEDULE 7: COMMERCIALY SENSITIVE INFORMATION

1. Introduction

- 1.1 Framework Schedule 7 is designed to help Parties to identify the Supplier Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA.
- 1.2 Without prejudice to CCS's obligation to disclose Information in accordance with Clauses 7.39 to 7.45 FOIA, CCS will, acting reasonably but in its sole discretion, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1.			

FRAMEWORK SCHEDULE 8: FRAMEWORK MANAGEMENT

1. Introduction

- 1.1 The successful delivery of this Framework Agreement will rely on the ability of the Supplier and CCS to develop and maintain a strategic relationship, from award throughout the full Term of this Framework Agreement.
- 1.2 To achieve this, both Parties will need to adopt proactive framework management activities and share information effectively.
- 1.3 This Schedule 8 outlines the general structures and management activities that the Parties shall follow during the Term of this Framework Agreement.

2. Framework management

Framework Management Structure

- 2.1 The Supplier shall provide a suitably qualified nominated contact (the “**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.
- 2.2 The Supplier shall put in place a management structure to manage the Framework in accordance with Section 2 (Services offered).
- 2.3 A full governance structure for the Framework will be agreed between the Parties during the Framework Agreement implementation stage.

Framework Review Meetings

- 2.4 Regular Strategic and operational performance reviews will take place throughout the Term.
- 2.5 The exact timings and frequencies of such Meetings will be determined by CCS following award of the Framework Agreement. It is anticipated that during the first 12 Months of the Framework Agreement, the structure and frequency of the meetings will be as set out in paragraphs 2.6 - 2.8 and 3.1 – 3.2 - below. Both Parties are expected to be flexible about the frequency, timings and content of these reviews.

Strategic Management Reviews

- 2.6 The Supplier Representative and CCS Representative will meet every 12 Months. CCS sees these meetings as a vital element in developing a strategic relationship with the Supplier and building a positive working relationship. The content of these meetings will be agreed between both Parties at least 14 Working Days before the date of the Strategic Management Review. However, as a minimum they will consider:
 - overall framework performance, including the Supplier’s supply chain performance, and its usage of SMEs to supply and/or deliver goods and services
 - efficiency opportunities
 - benchmarking, including progress against Government efficiency targets

- market conditions
- policy updates including emerging Government initiatives, and
- security and risk management

These meetings will incorporate the quarterly management operational review meeting for the quarter in question.

Management and Operational Review Meetings

- 2.7 Management and Operational Review Meetings will be held every quarter between CCS, and the Supplier's Framework Manager(s) and representatives from Customers. The meeting agenda will cover, but not be limited to, the following:
- transition and on-boarding of key new customers (milestones and progress against targets)
 - performance against Key Performance Indicators (KPIs)
 - framework revenue and savings performance, submission of MI and sector revenue performance
 - incident and problem management
 - forward planning, opportunities and future efficiencies
 - Customer Satisfaction Surveys (quality and delivery of the Services etc.);
 - new service roadmaps, and
 - support to category teams relating to cashable benefits
- 2.8 The information reviewed at the meetings will be based on MI provided by the Supplier.

3. NOT USED

4. Key performance indicators

- 4.1 The Key Performance Indicators (KPIs) applicable to this Framework Agreement are set out in Section 2 (Services offered) Clause 2.8. The review and ongoing monitoring of KPIs will form a key part of the framework management process as outlined in this Schedule 8.
- 4.2 The Supplier shall establish processes to monitor its performance against the agreed KPIs in order to report progress to CCS and Customers. The Supplier shall at all times ensure compliance with the standards set by the KPIs.
- 4.3 CCS will review progress against these KPIs to evaluate the effectiveness and efficiency with which the Supplier performs its obligations to fulfil the Framework Agreement.
- 4.4 The Supplier's performance against these KPIs will be reviewed during the Framework Review Meetings, and

- 4.5 The Supplier shall provide a Monthly report on its performance against each of the KPIs listed in Section 2 (Services offered).
- 4.6 CCS reserves the right to adjust, introduce new, or remove KPIs throughout the Contract Period. However any significant changes to KPIs must be agreed between CCS and the Supplier.

5. Efficiency tracking performance measures

- 5.1 The Supplier shall cooperate with CCS to develop efficiency tracking performance measures for the Framework Agreement. This includes but is not limited to:
- tracking uptake and product costs, in order to demonstrate that Customers are buying more smartly
 - developing additional KPIs to ensure that the Framework Agreement supports the emerging target operating model across central government (particularly in terms of the use of centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 5.2 The efficiency tracking performance measures will be developed and agreed between CCS and the Supplier during the Framework Agreement. They will then be incorporated into the list of KPIs set out in Section 2 (Services offered) Clause 2.8.
- 5.3 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule 8.

6. Escalation procedure

- 6.1 If CCS and the Supplier are unable to agree the performance score for any KPI during a Management and Operational Review Meeting, the disputed score will be recorded and the matter referred to an additional Meeting for resolution.
- 6.2 If the matter is not resolved at the additional Meeting, it will be referred to CCS' Representative and the Supplier's Representative to determine the best course of action. This will involve organising an ad-hoc meeting to discuss the performance issue specifically.
- 6.3 If CCS' Representative and the Supplier's Representative fail to reach a resolution, the matter will be dealt with by following the Dispute Resolution Procedures (Clause 17.4-17.13).

FRAMEWORK SCHEDULE 9: 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.]

[INSERT THE NAME OF THE GUARANTOR]

- AND -

[INSERT THE NAME OF THE BENEFICIARY]

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) **[CCS]** [Insert name of Customer who is Party to the Guaranteed Agreement] whose principal office is at [] (“**Beneficiary**”)

[Guidance note: Where this deed of guarantee is used to procure a Framework Guarantee in favour of CCS, this paragraph numbered (2) above will set out the details of CCS. Where it is used to procure a Call-Off Guarantee in favour of a Customer this paragraph numbered (2) above will set out the details of the relevant Customer]

WHEREAS:

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

The Guarantor hereby agrees with the Beneficiary as follows:

1 Definitions and Interpretation

- 1.1 Unless specifically defined in this Deed of Guarantee, defined terms shall have the same meaning in this Deed of Guarantee as they have for the purposes of the Guaranteed Agreement.
- 1.2 The words and phrases below shall have the following meanings:

[Guidance Note: Insert and/or settle Definitions, including from the following list, as appropriate to either Framework Guarantee or Call-Off Guarantee]

[“CCS” has the meaning given to it in the Framework Agreement]

[“Beneficiary” means [CCS] [insert name of the Customer with whom the Supplier enters into a Call-Off Contract]

[“Call-Off Contract” has the meaning given to it in the Framework Agreement]

["Framework Agreement"]	means the Framework Agreement for the Services made between CCS and the Supplier]
["Guaranteed Agreement"]	means [the Framework Agreement] [the Call-Off Contract] 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 Unless the context otherwise requires:

- words importing the singular are to include the plural and vice versa
- references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect
- 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
- reference to a gender includes the other gender and the neuter
- 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 and to any regulations made under it;
- 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
- references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee, and
- 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 to the Beneficiary to ensure that the Supplier performs all of the Guaranteed Obligations due to the Beneficiary.

2.2 The Guarantor irrevocably and unconditionally undertakes to pay the Beneficiary on demand all monies and liabilities which the Supplier owes 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 fails to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, unconditionally undertakes to the Beneficiary that, on demand by the Beneficiary it will, at its own e cost and expense:

- fully, punctually and specifically perform the Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary and liable as if the Guaranteed

Agreement had been entered into directly by the Guarantor and the Beneficiary;
and

- as a separate obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and, without limitation, all court costs and all legal fees on a solicitor and own customer basis, together with any disbursements) of whatever nature which may result from 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 would be imposed on the Supplier under the Guaranteed Agreement.

2.4 As a separate 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, without limitation, all legal costs and expenses), the Beneficiary may incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal. 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 for any reason, then the Guarantor will, at the request of the Beneficiary, enter into a contract with the Beneficiary on similar terms to the Guaranteed Agreement. The obligations of the Guarantor under such substitute agreement will be the same as if the Guarantor had been original obligor under the Guaranteed Agreement.

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:

[Address of the Guarantor in England and Wales]

[For the Attention of [insert details]]

For the purpose of this clause, an email is accepted as being 'in writing'.

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:

- if delivered by hand, at the time of delivery
- if posted, at 10.00 a.m. on the second Working Day after it was put into the post
- if emailed, at 9:00 on the second Working Day after sending

4.3 To prove notice has been served on the Guarantor or the Beneficiary, it will be sufficient to prove that delivery was made.

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 will 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)
 - any amendment to or termination of the Guaranteed Agreement
 - 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 the assent of the Guarantor) or
 - 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 will be a continuing security for the Guaranteed Obligations and will 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
 - 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
- 5.3 If, for any reason, any of the Guaranteed Obligations prove to have been or become void or unenforceable against the Supplier, the Guarantor will 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.
- 5.4 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.
- 5.5 The Beneficiary is entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. 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 will 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.
- 5.6 Before taking steps to enforce this Deed of Guarantee against the Guarantor, the Beneficiary is not obliged to:
- obtain judgment against the Supplier or the Guarantor or any third party in any court
 - make or file any claim in a bankruptcy or liquidation of the Supplier or any third party

- take any action whatsoever against the Supplier or the Guarantor or any third party or
- 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 will prejudice or affect the liability of the Guarantor.

- 5.7 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law. They may be exercised as often as the Beneficiary deems expedient.
- 5.8 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations, will 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.
- 5.9 Any release, discharge or settlement between the Guarantor and the Beneficiary will be conditional on no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded for any reason. If this condition is not fulfilled, the Beneficiary is 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 is entitled to retain this security after the payment, discharge or satisfaction of all monies, obligations and liabilities that are due to it from the Guarantor, for such period as the Beneficiary may determine.

6. Guarantor intent

- 6.1 The Guarantor confirms that this Deed of Guarantee will extend 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 If the Supplier fails to perform any of the Guaranteed Obligations, or the Guarantor fails to perform any of its obligations under this Deed of Guarantee, the Guarantor may in accordance with the Beneficiary's written instructions exercise any rights it may have:
- of subrogation and indemnity
 - to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations and
 - to prove in the liquidation or insolvency of the Supplier
- 7.2 The Guarantor must hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay it to the Beneficiary on first demand. The Guarantor hereby acknowledges that it:
- has not taken any security from the Supplier
 - will not do so until the Beneficiary receives all moneys owed to it
 - 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 paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
- exercise any rights it may have to be indemnified by the Supplier
 - claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement
 - 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
 - demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier or
 - 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 will 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:
- 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
 - the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee
 - 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 under Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - the Guarantor's memorandum and articles of association or other equivalent constitutional documents
 - any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject or
 - 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
 - it has obtained all governmental and other authorisations, approvals, licences and consents to enable it lawfully to enter into this Deed of Guarantee and comply with its obligations under it, and

- 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 will be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law. If any deduction or withholding must be made by law, the Guarantor will pay the additional amount 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 will 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 is 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. 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. The remainder of the provisions will continue in full force and effect as if this Deed of Guarantee had been executed without the invalid, illegal or unenforceable provision.

14. Third party rights

- 14.1 A person who is not a Party to this Deed of Guarantee has 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.
- 14.2 Customers, with the prior approval of CCS, enforce the following provisions of this Framework Agreement which are capable of being for the benefit of any Customer as a third-party beneficiary in accordance with the Contracts (Rights of Third Parties) Act 1999. These are:
- Section 3 (How Services will be bought (Call-Off Process))
 - Clause 5.1 (Warranties and Representations)
 - Clause 7.11 to 7.12 (Customer Satisfaction Monitoring)
 - Clause 7.13 to 7.25 (Confidentiality)
 - Clause 9.20 to 9.25 (Consequences of Termination and Expiry)
 - Clause 9.26 to 9.27 (Severability)
 - Clause 10.8 to 10.15 (Insurance)

15. Governing Law

- 15.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 15.2 The courts of England 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.
- 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. The taking of any such proceedings in one or more jurisdictions will not 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 10: TENDER

FRAMEWORK SCHEDULE 11: VARIATION FORM

Variation Form No:

.....

BETWEEN:

The Minister for the Cabinet Office, represented by the Crown Commercial Service, 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP (“**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